



Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday, September 19, 2007

*Conference Room, Hospice of
The Owens Valley*

DRAFT AGENDA

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS MEETING

September 19, 2007 at 5:30 P.M.

In the Conference Room of the Hospice of the Owens Valley

1. Call to Order (at 5:30 P.M.).
2. A. Opportunity for members of the public to comment on any items on this Agenda.
B. ER Physician Disclosure and RHC Urgent Care Disclosure, Mike Kelley
3. Approval of minutes of the July 18 2007 regular meeting.
4. Financial and Statistical Reports for the months of June 2007 and July 2007 – John Halfen.
5. Administrator's Report – John Halfen.
 - A. Building Update
 - EMS Funds (\$56,194.99)
 - B. FYI Section:
 - Critical Access Hospital OB Services
 - C. Health Coverage Expansion Proposals
 - D. Other
6. Chief of Staff Report – Richard Nicholson, M.D.
 - A. Action items:
 1. Appointment of retired practitioners Stephen Kobayashi, M.D. and Robert Denton, M.D. to the Northern Inyo Hospital Honorary Medical Staff
 2. Appointment of Board-eligible OB-GYN Lara Jeanine Arndal, M.D. to the Northern Inyo Hospital Provisional Active Medical Staff with requested privileges
 3. Appointment of Board-certified anesthesiologist John Daniel Cowan, M.D. to the Northern Inyo Hospital Provisional Active Medical Staff with requested privileges
 4. Appointment of Board-certified pathologist Reda Michael Tadros, M.D. to the Northern Inyo Hospital Provisional Consulting Medical Staff with requested privileges
 5. Appointment of Board-eligible orthopaedic fellow Bret R. Winter, M.D. to the Northern Inyo Hospital Provisional Consulting Medical Staff with requested privileges
 6. Acceptance of the resignation of Staff anesthesiologist Richard Citrenbaum, M.D.
 7. Policy and Procedure approval, *Language Services General Policy*
 8. Policy and Procedure approval, *Adult Immunizations in the Health Care Worker*
7. Old Business

- A. Reaffirmation of John Halfen as negotiator regarding potential acquisition of real property at 2957 Birch Street, Bishop, California. Negotiation will be with the designee(s) of Southern Mono County Healthcare District.
 - B. Tribe lease for additional parking.
8. New Business
- A. Review and approval of Policy and Procedure Manuals (*action item*):
 - 1. Central Supply
 - 2. Emergency Room
 - 3. Employee Health
 - 4. ICU Unit
 - 5. Infection Control
 - 6. Mammography
 - 7. Outpatient Unit
 - 8. PACU Unit
 - 9. Radiology
 - 10. Radiation Safety
 - 11. Pediatric Unit
 - 12. Mammography & MSQA
 - 13. Med-Surg Unit
 - 14. MRI Safety
 - 15. Nuclear Medicine
 - 16. Nursing Administration
 - 17. OB Unit
 - 18. Rural Health Clinic
 - 19. Safety
 - 20. Staff Development
 - 21. Surgical Services Unit
 - B. Policy and Procedure approval: "Remote Access Policy" (*action item*)
 - C. Radiologist Coverage and Agreement (*action item*)
 - D. NIH Auxiliary Bylaws review (*action item*)
 - E. New Capital Expense; Blood Culture Instrument Replacement (*action item*)
 - F. Flying of Prisoner of War (POW) flag at NIH
 - G. Patient Security System (*action item*)
 - H. Contract Management Software (*action item*)
 - I. RHC Call Contracts (*action item*)
 - J. Chief of EKG Department Contract (*action item*)
 - K. Anesthesia Contracts (*action item*)
 - L. Relocation Expense Agreement, John Daniel Cowan, M.D. (*action item*)
 - M. Language Services General Policy (*action item*)
 - N. OB/Pelvic Ultrasound for RHC (*action item*)
9. Reports from Board members on items of interest.

10. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
11. Adjournment to closed session to:
 - A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
 - B. Confer with legal counsel regarding claim received from XXXX XXXX against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)).
 - C. Confer with legal counsel regarding claim received from Landon and Lisa Kleeman against Northern Inyo County Local Hospital District and other defendants (Government Code Section 54956.0(a)).
 - D. Confer with legal counsel regarding claim received from Ellen Wilmoth against Northern Inyo County Local Hospital District (Government Code Section 54956.0(a)).
 - E. Instruction of negotiator regarding price and terms of payment for the purchase, sale, exchange, or lease of real property (Government Code Section 54956.8).
 - F. Discussion with counsel of pending litigation and whether or not the District shall initiate litigation. This discussion will be held under the authority of Government Code Section 54956.9(c).
 - G. Discussion with counsel of pending litigation and whether or not the District shall initiate a second litigation. This discussion will be held under the authority of Government Code Section 54956.9(c).
12. Return to open session, and report of any action taken in closed session.
13. Opportunity for members of the public to address the Board of Directors on items of interest.
14. Adjournment

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CALL TO ORDER The meeting was called to order at 5:30 p.m. by Peter Watercott, President.

PRESENT Peter Watercott, President
D. Scott Clark, M.D., Vice President
John Ungersma, M.D., Treasurer
M.C. Hubbard, Director

ALSO PRESENT John Halfen, Administrator
Richard Nicholson, M.D., Chief of Staff
Douglas Buchanan, Esq., Hospital District Legal Counsel
Sandy Blumberg, Administrative Secretary

ABSENT Michael Phillips, M.D., Secretary
Dianne Shirley, R.N., Performance Improvement Coordinator

PUBLIC COMMENTS
ON AGENDA Mr. Watercott asked if any members of the public wished to address the Board on any items listed on the agenda for this meeting. No comments were heard.

MINUTES The minutes of the June 2007 regular meeting were approved.

FINANCIAL AND
STATISTIAL REPORTS John Halfen, Chief Financial Officer, reviewed with the Board the financial and statistical reports for the month of May 2007. Mr. Halfen noted the statement of operations shows a bottom line excess of revenues over expenses of \$164,678. Mr. Halfen called attention to the following:

- *Inpatient and outpatient service revenue were both over budget*
- *Total Expenses were under budget*
- *Wages and Salaries were over budget*
- *The Balance Sheet did not experience significant change*
- *Net Assets continue to grow steadily*
- *Year-to-date net income is \$4,043,170*

Mr. Halfen noted contractual adjustments continue to be unpredictable, and supplies and bad debt expense are both higher than expected. Mr. Halfen estimates that by the end of the fiscal year, year-to-date net income will remain at a little over \$4,000,000. It was moved by MC Hubbard, seconded by John Ungersma, M.D. and passed to approve the financial and statistical reports for the month of May 2007 as presented.

ADMINISTRATOR'S
REPORT Mr. Halfen and construction manager John Hawes of Turner Construction gave an update on the progress of the hospital rebuild project. Mr. Hawes informed the Board the project has run into cost overruns and timing delays, and he distributed a handout detailing change orders made to date and a list of challenges that have arisen as the project progresses. The main problems encountered include:

BUILDING UPDATE

- A delay with the installation of the chiller for the Support building, due to late submission of plans by the design architects
- A delay with the installation of the boiler for the Support building, due to a miscalculation of specs by the design architects, resulting in the incorrect boiler being ordered for that building, and
- A delay with the design architects submitting plans to the Office of Statewide Hospital Planning and Development (OSHPD) for approval of the connectors between the new imaging center and the main hospital building.

A total of over \$600,000 in change orders have been processed to date, but the cost has fortunately been covered by budgeted allowances for overages and the project remains on budget at this time. The problems that have arisen may cause a delay in the occupation of both the Support and Radiology buildings, which would likely cause inflation of the cost for that portion of the project. At this time the best estimate is that the Support building will be occupied some time during the month of November, and the Imaging center will be occupied approximately one month later. Mr. Hawes noted the City of Bishop has been extremely cooperative on every issue and change that has arisen, and the project would no doubt have met with more extensive time delays were it not for the helpful attitude of City officials.

ANESTHESIA UPDATE

Mr. Halfen reported Administration has reached an agreement with anesthesiologist Daniel Cowan, M.D. to join the Northern Inyo Hospital (NIH) Medical Staff in November. Details of Dr. Cowan's contractual agreement are being finalized and credentialing is in progress. Until Dr. Cowan arrives, Doctor Schweizer will provide anesthesia coverage and locum tenens assistance will be utilized if necessary.

FYI SECTION

PRICE OF EGGS

Mr. Halfen reported the Department of Health now requires the Hospital kitchen use pasteurized eggs, which cost twice as much as the eggs used in the past. The result of this change is that the cost of preparing eggs for patients and hospital staff will now be twice what it has previously been.

YOU CAN BUT WE CAN'T

Mr. Halfen also reported the Hospital is now required to advise patients with CMS (Centers for Medicare & Medicaid Services) insurance prior to their discharge that even though CMS will not continue to pay for their hospital stay, they are entitled to stay longer if they choose to do so.

PAYMENTS TO DOCTORS

Mr. Halfen additionally reported that CMS has proposed a decrease in reimbursement rate to doctors who provide services for CMS patients. The result of this action may be that it will be more difficult for CMS patients to find doctors willing to provide services at the lower reimbursement rate.

PATIENT SECURITY
SYSTEM

Mr. Halfen also reported the patient security system has been installed and is operational at this time. The installation and start-up of the system were relatively painless and the nursing staff is pleased with the system so far.

CHIEF OF STAFF
REPORT

Mr. Watercott welcomed Richard Nicholson M.D. as incoming Chief of Staff for the 2007-2008 fiscal year. Other newly elected Medical Staff officers include

- Sudhir Kakarla M.D., Vice Chief of Staff
- Taema Weiss M.D., Immediate Past Chief of Staff
- Asao Kamei M.D., Chair of the Medicine/Intensive Care Committee
- Curtis Schweizer M.D., Chief of Surgery
- Charlotte Helvie M.D., Chairman of the Perinatal-Pediatrics Committee
- Alice Casey M.D., Member-at-Large.

Doctor Nicholson reported that at its regular quarterly meeting the Medical Staff agreed on the following:

1. To recommend appointment of Stephen Kobayashi, M.D. to the NIH Honorary Medical Staff;
2. To grant Charlotte Helvie M.D. temporary relief from mandatory call coverage for maternity reasons; and
3. To deny a request from Toiyabe Indian Health Project to treat their three practitioners as one relative to NIH call obligations.

It was moved by Doctor Ungersma, seconded by Ms. Hubbard and passed to approve the slate of Medical Staff officers for the 2007-2008 year as presented.

OLD BUSINESS

REAFFIRMATION OF
NEGOTIATOR FOR
POTENTIAL REAL
ESTATE PURCHASE OR
LEASE

Mr. Halfen asked the Board for reaffirmation of assignment of himself as negotiator on NIH's behalf regarding a potential real estate purchase/lease at 152 Pioneer Lane, Bishop, California in whole or in part. Negotiations may be with Stephen Kobayashi, M.D., Pioneer Medical Associates, a partnership, or its designee, singly or collectively.

REAFFIRMATION OF
NEGOTIATOR FOR A
SECOND REAL ESTATE
PURCHASE OR LEASE

Mr. Halfen also asked for reaffirmation of himself as negotiator regarding a potential acquisition of a real property at 2957 Birch Street, Bishop California. Negotiation will be with the designee(s) of Southern Mono County Healthcare District. It was moved by Ms. Hubbard, seconded by Doctor Ungersma, and passed to approve both affirmations as requested, with D. Scott Clark M.D. abstaining from the vote.

NEW BUSINESS

DONATION FROM
HIGH SIERRA ULTRA-
MARATHON

Marie Boyd, R.N., race director for the Bishop High Sierra Ultra Marathon was pleased to present a check for \$10,000 to the NIH Foundation on behalf of the race event. Ms. Boyd reported that over 240 runners registered for the race this year and once again it was a great success. Ms. Boyd thanked Mr. Watercott, Stacey Brown M.D. and all of the race volunteers for their hard work which helped make the event

possible. Mr. Halfen accepted the check on behalf of the Foundation and thanked Ms. Boyd for her generosity and for her continued hard work and dedication to the event. Mr. Halfen also commented that the ultra marathon is bigger and more successful each year, and it has raised over \$65,000 in donations made to the Hospital over the years.

CONSULTING
CONTRACT

Mr. Halfen called attention to a proposed agreement with Clark, Koortbojian and Associates consultants to conduct a joint feasibility study to determine what benefits could be realized by increased collaboration of services between Mammoth Hospital and NIH. The firm would also look into the possibility of annexing additional areas into the Northern Inyo County Local Hospital District (NICLHD), and would assess other possibilities for collaboration in an attempt to further improve healthcare services for residents of both hospital districts. The consulting firm is highly recommended by the Association of California Hospital Districts (ACHD), and the cost of the proposed study would be split between the two districts. Mr. Halfen requested Board approval for the letting of the proposed contract for a maximum of \$15,000, of which NIH's portion would be \$7,500. Following discussion, it was moved by Dr. Ungersma, seconded by Ms. Hubbard, and passed to approve entering into an agreement with Clark, Koortbojian and Associates as recommended.

APPROPRIATIONS
LIMIT CALCULATION

Mr. Halfen reported the appropriations limit for the 2007-2008 fiscal year has been calculated at \$549,330.47. This number represents the maximum percentage the hospital district's portion of parcel tax can increase each year, and it is calculated using census and cost of living figures that are provided annually by Inyo County. It was moved by Ms. Hubbard, seconded by Doctor Ungersma, and passed to approve the appropriations limit for the 2007-2008 fiscal year.

RHC PHYSICIAN STAFF
CONTRACT, JEANINE
ARNDAL, M.D.

Mr. Halfen called attention to a proposed agreement with Lara Jeanine Arndal, M.D. for Rural Health Clinic (RHC) Staff Physician services. If approved, Dr. Arndal will begin providing obstetric and gynecological services at RHC during the month of August. Stacey Brown, M.D., RHC Director noted a correction is needed to page 2 of the agreement, so the first sentence on that page reads: "Physician shall apply for and maintain Provisional or Active Medical Staff membership for the aforesaid obstetrical and gynecological practice privileges for the term of this agreement". It was moved by Ms. Hubbard, seconded by Doctor Ungersma, and passed to approve the agreement with Doctor Arndal as presented including the change noted by Doctor Brown.

POLICY AND
PROCEDURE RE:
SECTION 1279.1, CHSC

Mr. Halfen referred to a proposed Policy and Procedure titled "Reporting of Adverse Events to the State". The policy is intended to be a mechanism for compliance with new reporting laws which delineate the process for reporting the occurrence of adverse events. Medical Staff Coordinator Maggie Egan stated she believes any policy on adverse event

reporting should include notifying the Medical Staff that a possible adverse event has occurred. Doctor Clark agreed that the proposed policy should be modified to include notification of the Hospital Chief of Staff when a possible adverse event has occurred. Following discussion, it was decided the policy will be referred to the Medical Executive Committee for review, then will be resubmitted to the Board for approval at a future meeting.

BOARD MEMBER
REPORTS

Mr. Watercott regretfully reported the passing of Lou Franke, who faithfully attended NIH Board meetings for many years. Mr. Watercott expressed his heartfelt sympathy to Mrs. Franke on behalf of the Hospital District and the Board of Directors.

Doctor Clark stated a concern that Radiology coverage may be inadequate when the Radiologist is out of town. He asked that Radiology coverage be placed on the agenda for discussion at the September Board meeting, in the interest of ensuring that patient safety is adequate. It was noted that this item will be placed on the agenda for the next regular meeting of the District Board.

OPPORTUNITY FOR
PUBLIC COMMENT

In keeping with the Brown Act, Mr. Watercott asked if any members of the public wished to address the Board of Directors on items of interest. No comments were heard.

CLOSED SESSION

At 6:58 p.m., Mr. Watercott announced the meeting was being adjourned to closed session to allow the Board of Directors to:

- A. Hear reports on the Hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
- B. Confer with legal counsel regarding claim received from [REDACTED] against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)).
- C. Confer with legal counsel regarding claim received from Landon and Lisa Kleeman against Northern Inyo County Local Hospital District and other defendants (Government Code Section 54956.9(a)).
- D. Instruction of negotiator regarding price and terms of payment for the purchase, sale, exchange, or lease of real property (Government Code Section 54956.8).
- E. Instruction of negotiator regarding price and terms of payment for a second purchase, sale, exchange, or lease of real property (Government Code Section 54956.8).
- F. Discussion with counsel of pending litigation and whether or not the District shall initiate litigation. This discussion will be held under the authority of Government Code Section 54956.9(c).

OPEN SESSION

At 7:21 p.m., the meeting was returned to open session. Mr. Watercott announced that the Board took no reportable action.

PUBLIC COMMENT

Mr. Watercott again asked if any members of the public wished to address the Board on any items listed on the agenda for this meeting. No comments were heard.

ADJOURNMENT

The meeting was adjourned at 7:22p.m.

Peter Watercott, President

Attest:

Michael Phillips, M.D., Secretary

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BUDGET VARIANCE ANALYSIS

Jun-07 PERIOD ENDING PRIOR TO AUDIT

n the month, NIH was

7% over budget in IP days; under in IP Ancillary and over in OP Revenue resulting in

**\$ (147,079) (-2.4%) under in gross patient revenue from budget and
\$ (303,940) (-8.4%) under in net patient revenue from budget**

Total Expenses were:

**\$ (370,585) (-11.2%) under budget. Wages and Salaries were
\$ (36,320) (-3.0%) under budget and Employee Benefits were
under budget due to decrease in our portion of
\$ (169,087) (-21.7%) Alpha Fund Workers' Comp Liability
\$ 227,769 of other income resulted in a net income of
\$ 585,179 \$ 104,854 over budget.**

The following expense areas were over budget for the month:

**\$ 40,950 19% Professional Fees; registry staff
\$ 25,402 16% Purchased Services
\$ 14,092 10% Depreciation Expense; correcting for year
\$ 22,206 16% Bad Debt**

Other Information:

**46.64% Contractual Percentages for month
44.44% Contractual Percentages for Year**

\$ 4,628,349 Year-to-date Net Revenue

Special Notes for Month:

**\$ 171,100 ALPHA Fund Comp will correct by this amount until July 1st
supplies were low for month due to normal year-end Inventory reclassification.
Third Party Contractuals were adjusted for year-end for Medicare & Medi-Cal.**

NORTHERN INYO HOSPITAL

Balance Sheet

June 30, 2007

Preliminary

<u>Assets</u>	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2006</u>
Current assets:			
Cash and cash equivalents	1,341,678	418,791	3,148,845
Short-term investments	12,719,858	11,929,985	6,637,435
Assets limited as to use	1,057,115	88,154	603,039
Plant Expansion and Replacement Cash	10,944,955	10,891,486	15,515,948
Other Investments (Partnership)	386,880	369,561	369,561
Patient receivable, less allowance for doubtful accounts 710,502	7,625,080	6,825,824	6,374,400
Other receivables	207,225	76,147	212,005
Inventories	2,077,353	1,876,065	1,897,120
Prepaid expenses	620,550	649,252	470,018
Total current assets	<u>36,980,693</u>	<u>33,125,264</u>	<u>35,228,370</u>
Assets limited as to use:			
Internally designated for capital acquisitions	455,329	454,910	652,606
Specific purpose assets	482,715	482,391	474,914
	<u>938,044</u>	<u>937,301</u>	<u>1,127,520</u>
Revenue bond construction funds held by trustee	788,096	934,534	1,632,595
Less amounts required to meet current obligations	<u>1,057,115</u>	<u>88,154</u>	<u>603,039</u>
Net Assets limited as to use:	<u>669,026</u>	<u>1,783,681</u>	<u>2,157,076</u>
Long-term investments	<u>5,741,537</u>	<u>8,307,321</u>	<u>8,307,321</u>
Property and equipment, net of accumulated depreciation and amortization	<u>17,498,027</u>	<u>16,666,587</u>	<u>10,895,169</u>
Unamortized bond costs	<u>338,447</u>	<u>338,932</u>	<u>344,269</u>
Total assets	<u>61,227,729</u>	<u>60,221,785</u>	<u>56,932,206</u>

NORTHERN INYO HOSPITAL

Balance Sheet

June 30, 2007

Preliminary

Liabilities and net assets

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2006</u>
Current liabilities:			
Current maturities of long-term debt	270,000	-	235,000
Accounts payable	559,389	531,469	683,397
Accrued salaries, wages and benefits	2,565,601	2,646,693	2,954,330
Accrued interest and sales tax	168,295	257,193	168,166
Deferred income	105,164	133,006	97,853
Due to third-party payors	3,219,011	2,627,871	2,864,110
Due to specific purpose funds	-	-	-
Total current liabilities	<u>6,887,459</u>	<u>6,196,232</u>	<u>7,002,857</u>
Long-term debt, less current maturities	22,180,000	22,450,000	22,450,000
Bond Premium	406,270	407,476	431,586
Total long-term debt	<u>22,586,270</u>	<u>22,857,476</u>	<u>22,881,586</u>
Net assets:			
Unrestricted	31,271,285	30,685,686	26,572,849
Temporarily restricted	482,715	482,391	474,914
Total net assets	<u>31,753,999</u>	<u>31,168,077</u>	<u>27,047,763</u>
Total liabilities and net assets	<u><u>61,227,729</u></u>	<u><u>60,221,785</u></u>	<u><u>56,932,206</u></u>

NORTHERN INYO HOSPITAL

Statement of Operations
As of June 30, 2007 Preliminary

	MTD		MTD		YTD		YTD	
	Actual	Budget	Variance \$	Variance %	Actual	Budget	Variance \$	Variance %
Restricted revenues, gains and other support:								
In-patient service revenue:								
Routine	529,804	557,910	(28,106)	(5.0)	6,599,926	6,694,920	(94,995)	(1.4)
Ancillary	1,691,771	2,122,312	(430,541)	(20.3)	21,593,622	25,467,744	(3,874,122)	(15.2)
Total in-patient service revenue	2,221,575	2,680,222	(458,647)	-17.1%	28,193,548	32,162,664	(3,969,116)	-12.3%
Out-patient service revenue	3,661,782	3,350,214	311,568	9.3	39,738,022	40,202,568	(464,546)	(1.2)
Loss patient service revenue	5,883,357	6,030,436	(147,079)	(2.40)	67,931,570	72,365,232	(4,433,662)	(6.1)
Less deductions from patient service revenue:								
Patient service revenue adjustments	133,195	131,706	(1,489)	(1.1)	1,660,715	1,580,472	(80,243)	(5.1)
Contractual adjustments	2,449,757	2,294,385	(155,372)	(6.8)	26,801,179	27,532,620	731,441	2.7
Total deductions from patient service revenue	2,582,952	2,426,091	(156,861)	(6.5)	28,461,894	29,113,092	651,198	2.2
Total patient service revenue	3,300,405	3,604,345	(303,940)	-8%	39,469,676	43,252,140	(3,782,464)	-9%
Other revenue	22,673	20,957	1,716	8.2	320,523	251,484	69,039	27.5
Transfers from Restricted Funds for Operating Expenses	-	-	-	N/A	788,740	-	788,740	N/A
Total Other revenue	22,673	20,957	1,716	8.2	1,109,263	251,484	857,779	341.1
Total revenue, gains and other support	3,323,079	3,625,302	(302,223)	8.1	40,578,939	43,503,624	(2,924,685)	341.0
Expenses:								
Salaries and wages	1,181,599	1,217,919	36,320	3.0	14,159,776	14,615,028	455,252	3.1
Employee benefits	611,765	780,852	169,087	21.7	7,846,524	9,370,224	1,523,700	16.3
Professional fees	257,668	216,718	(40,950)	(18.9)	2,961,662	2,600,616	(361,046)	(13.9)
Supplies	223,392	475,251	251,859	53.0	5,041,681	5,703,012	661,331	11.6
Purchased services	187,212	161,810	(25,402)	(15.7)	1,758,447	1,941,720	183,273	9.4
Depreciation	150,339	136,247	(14,092)	(10.3)	1,635,806	1,634,964	(842)	(0.1)
Interest	33,043	33,043	(0)	-	396,519	396,516	(3)	-
Bad debts	161,029	138,823	(22,206)	(16.0)	1,726,024	1,665,876	(60,148)	(3.6)
Other	138,503	154,472	15,969	10.3	1,868,051	1,853,664	(14,387)	(0.8)
Total expenses	2,944,550	3,315,135	370,585	11.2	37,394,491	39,781,620	2,387,129	6.0
Operating income (loss)	378,529	310,167	68,362	(3.1)	3,184,448	3,722,004	(537,556)	335.0
Other income:								
District tax receipts	133,021	102,713	30,308	29.5	519,869	1,232,556	(712,687)	(57.8)
Interest	72,170	70,588	1,582	2.2	908,995	847,056	61,939	7.3
Other	(3,228)	15,785	(19,013)	(120.5)	45,120	189,420	(144,300)	(76.2)
Grants and Other Non-Restricted Contributions	8,487	121	8,366	6,914.1	192,649	1,452	191,197	13,167.9
Partnership Investment Income	17,319	-	17,319	N/A	17,319	-	17,319	N/A
Total other income, net	227,769	189,207	38,562	20	1,683,952	2,270,484	(586,532)	(25.8)
Non-Operating Expense								
Medical Office Expense	10,721	13,858	3,137	22.6	131,786	166,296	34,510	20.8
Radiology Office	10,397	5,191	(5,206)	(100.3)	108,266	62,292	(45,974)	(73.8)
Total Non-Operating Expense	21,119	19,049	(2,070)	(10.9)	240,052	228,588	(11,464)	(5.0)
Excess (deficiency) of revenues over expenses	585,179	480,325	104,854	21.8	4,628,349	5,763,900	(1,135,551)	(19.7)

NORTHERN INYO HOSPITAL

Statement of Operations—Statistics

As of June 30, 2007 Preliminary

	Month		Month		YTD		Year	
	Actual	Budget	Variance	Percentage	Actual	Budget	Variance	Percentage
Operating statistics:								
Beds	25.00	32.00	N/A	N/A	25.00	32.00	N/A	N/A
Patient days	290.00	271.00	19.00	1.07	3,513.00	3,252.00	261.00	1.08
Maximum days per bed capacity	750.00	960.00	N/A	N/A	9,125.00	11,520.00	N/A	N/A
Percentage of occupancy	38.67	28.23	10.44	1.37	38.50	28.23	10.27	1.36
Average daily census	9.67	9.03	0.63	1.07	9.62	9.03	0.59	1.07
Average length of stay	3.05	3.08	(0.03)	0.99	3.08	3.08	(0.00)	1.00
Discharges	95.00	88.00	7.00	1.08	1,141.00	1,056.00	85.00	1.08
Admissions	92.00	89.00	3.00	1.03	1,148.00	1,068.00	80.00	1.07
Gross profit-revenue depts.	4,156,985.06	3,937,409.00	219,576.06	1.06	44,448,750.65	47,248,908.00	(2,800,157.35)	0.94
Percent to gross patient service revenue:								
Deductions from patient service revenue and bad debts								
Salaries and employee benefits	46.64	42.63	4.01	1.09	44.47	42.63	1.84	1.04
Occupancy expenses	30.44	33.14	(2.70)	0.92	32.35	33.14	(0.79)	0.98
General service departments	3.49	3.08	0.41	1.13	3.30	3.08	0.22	1.07
Fiscal services department	4.81	5.17	(0.36)	0.93	5.38	5.17	0.21	1.04
Administrative departments	4.27	4.54	(0.27)	0.94	4.26	4.54	(0.28)	0.94
Operating income (loss)	4.63	5.16	(0.53)	0.90	4.79	5.16	(0.37)	0.93
Excess (deficiency) of revenues over expenses	6.51	4.83	1.68	1.35	4.64	4.83	(0.19)	0.96
	9.95	7.97	1.98	1.25	6.81	7.97	(1.16)	0.85
Payroll statistics:								
Average hourly rate (salaries and benefits)	36.04	40.34	(4.31)	0.89	37.03	40.34	(3.31)	0.92
Worked hours	43,097.28	42,120.00	977.28	1.02	522,900.16	503,436.00	19,464.16	1.04
Paid hours	49,701.67	49,534.00	167.67	1.00	593,574.08	594,408.00	(833.92)	1.00
Full time equivalents (worked)	250.57	243.47	7.10	1.03	251.39	242.50	8.89	1.04
Full time equivalents (paid)	288.96	286.32	2.64	1.01	285.37	286.32	(0.95)	1.00

Critical Access Hospital status equal 25 beds; note changes to Occupancy percentages due to change in maximum beds.

NORTHERN INYO HOSPITAL

Statements of Changes in Net Assets

As of June 30, 2007 Preliminary

	<u>Month-to-date</u>	<u>Year-to-date</u>
Unrestricted net assets:		
Excess (deficiency) of revenues over expenses	585,179.24	4,628,348.87
Net Assets due/to transferred from unrestricted	-	205,362.90
Net assets released from restrictions used for operations	-	850,740.00
Net assets released from restrictions used for payment of long-term debt	-	(788,740.00)
Contributions and interest income	419.16	(197,276.38)
Increase in unrestricted net assets	<u>585,598.40</u>	<u>4,698,435.39</u>
Temporarily restricted net assets:		
District tax allocation	-	856,637.92
Net assets released from restrictions	-	(850,740.00)
Restricted contributions	-	583.91
Interest income	324.00	1,319.25
Increase (decrease) in temporarily restricted net assets	<u>324.00</u>	<u>7,801.08</u>
Increase (decrease) in net assets	585,922.40	4,706,236.47
Net assets, beginning of period	31,168,077.06	27,047,762.99
Net assets, end of period	<u><u>31,753,999.46</u></u>	<u><u>31,753,999.46</u></u>

NORTHERN INYO HOSPITAL

Statements of Cash Flows

As of June 30, 2007 Preliminary

	<u>Month-to-date</u>	<u>Year-to-date</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	585,922.40	4,706,236.47
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities: (correcting debt payment)	-	-
Depreciation	150,339.23	1,635,805.66
Provision for bad debts	161,028.58	1,726,024.43
Loss (gain) on disposal of equipment	4,303.37	10,404.37
(Increase) decrease in:		
Patient and other receivables	(1,091,362.68)	(2,971,924.25)
Other current assets	(172,586.52)	(330,765.25)
Plant Expansion and Replacement Cash	(53,469.13)	4,570,993.21
Increase (decrease) in:		
Accounts payable and accrued expenses	19,308.72	(316,077.37)
Third-party payors	591,140.00	354,901.12
Net cash provided (used) by operating activities	<u>194,623.97</u>	<u>9,385,598.39</u>
 Cash flows from investing activities:		
Purchase of property and equipment	(986,513.57)	(8,243,397.92)
Purchase of investments	1,758,592.51	(3,533,957.86)
Proceeds from disposal of equipment	431.63	(5,669.37)
Net cash provided (used) in investing activities	<u>772,510.57</u>	<u>(11,783,025.15)</u>
 Cash flows from financing activities:		
Long-term debt	(1,205.55)	(260,315.85)
Issuance of revenue bonds	(42,783.98)	655,277.50
Unamortized bond costs	485.24	5,822.88
Increase (decrease) in donor-restricted funds, net	(743.16)	189,475.30
Net cash provided by (used in) financing activities	<u>(44,247.45)</u>	<u>590,259.83</u>
 Increase (decrease) in cash and cash equivalents	922,887.09	(1,807,166.93)
 Cash and cash equivalents, beginning of period	<u>418,791.22</u>	<u>3,148,845.24</u>
 Cash and cash equivalents, end of period	<u>1,341,678.31</u>	<u>1,341,678.31</u>

Northern Inyo Hospital
 Summary of Cash and Investment Balances
 Calendar Year 2007

Operations Checking Account

Time Deposit Month-End Balances

Month	Balance at Beginning of Month	Deposits	Disbursements	Balance at End of Month	Premium Interest Checking	Investment Operations Fund	Bond and Interest Fund (2)	Equipment Donations Fund	Childrens Fund	Scholarship Fund	Tobacco Settlement Fund	Total Revenue Bond Fund (1)	Project Revenue Bond Fund (1)	General Obligation Bond Fund
January	936,738	3,349,146	3,230,137	1,055,747	519	17,418,118	525,863	25,122	2,798	5,734	715,405	744,735	16,654	15,331,544
February	1,055,747	3,012,726	3,529,773	538,700	8	18,118,118	525,863	25,122	2,789	5,834	716,060	786,899	16,717	15,376,250
March	538,700	3,711,798	3,700,602	549,896	0	19,014,106	526,320	25,141	2,900	5,839	716,764	829,159	16,775	13,996,056
April	549,896	7,165,639	5,972,745	1,742,790	0	16,533,747	473,447	25,141	2,900	5,839	429,339	872,431	17,616	13,275,050
May	1,742,790	3,030,162	4,660,401	112,551	0	20,225,400	473,447	25,141	3,029	5,839	429,769	934,534	17,680	10,891,486
June	112,551	5,152,683	4,224,606	1,040,628	0	18,456,227	473,766	25,157	3,031	5,842	430,173	788,259	17,745	10,944,955
Prior Year														
July	1,114,100	2,592,650	2,845,491	861,259	1,550,786	15,713,474	434,758	24,896	2,793	5,724	628,384	1,121,978	310,880	15,558,623
August	861,259	3,563,476	3,206,915	1,217,820	1,556,826	15,588,531	466,576	24,896	2,793	5,724	629,066	1,167,917	310,864	15,619,307
September	1,217,820	2,891,026	2,829,293	1,279,553	1,562,539	16,338,426	435,194	24,970	2,796	5,729	629,705	1,214,051	310,866	15,676,672
October	1,279,553	3,513,782	3,902,742	890,593	1,568,930	17,134,630	16,934	24,970	2,796	5,729	713,160	965,952	16,501	15,740,837
November	890,593	4,105,103	4,512,789	482,906	74,468	17,384,630	16,934	25,100	2,796	5,729	713,912	1,032,481	16,530	15,802,765
December	482,906	3,745,997	3,292,165	936,738	545	17,384,630	526,888	25,122	2,798	5,734	714,632	702,720	16,591	15,802,073

Notes: (1) The difference between the Total and Project Revenue Bond Funds represents amounts held by the trustee to make payments on the District's behalf and about \$575,000 to cover the Bond Reserve Account Requirement with respect to the Series 1998 Bonds. The Project amount represents the balance available to spend on the building project; however, the district accumulates invoices and only requests reimbursement quarterly.

(2) The Bond and Interest Fund now contains the Debt Service amount from the County for both the original Bond and the 2005 Bond.

Northern Inyo Hospital
Investments as of 6/30/2007

ID	Purchase Date	Maturity Date	Institution	Rate	Principal Invested
1	02-Jun-07	01-Jul-07	Local Agency Investment Fund	5.25%	289,284.36
2	28-Jun-07	01-Jul-07	Local Agency Investment Fund	5.25%	8,092,765.77
3	05-Jul-05	05-Jul-07	Federal Home Loan Bank-MBS	4.00%	500,000.00
4	30-Apr-07	30-Aug-07	United States Treasury Bills	4.81%	378,924.58
5	14-Mar-06	14-Sep-07	Federal Home Loan Bank-FNC	5.13%	600,000.00
6	30-Apr-07	25-Oct-07	United States Treasury Bills	4.88%	379,981.77
7	28-Nov-05	28-Nov-07	Federal Home Loan Bank-MBS	5.00%	500,000.00
8	22-Jun-07	01-Dec-07	Cantella & Co., Inc	4.50%	65,674.24
9	27-Dec-05	27-Dec-07	Federal Home Loan Bank-FNC	5.00%	500,000.00
10	24-Jan-03	24-Jan-08	Capital One Bank	4.31%	100,000.00
11	24-Jan-03	24-Jan-08	Capital One, F.S.B.	4.30%	100,000.00
12	24-Jan-03	24-Jan-08	Key Bank USA	3.50%	100,000.00
13	18-Mar-05	18-Mar-08	First Federal Bank	4.00%	100,000.00
14	23-Mar-07	24-Mar-08	Farmers Bank	5.00%	100,000.00
15	14-Dec-04	27-May-08	Cantella & Co., Inc	3.50%	225,000.00
16	11-Mar-05	11-Jun-08	Community Bank	4.00%	98,000.00
17	11-Mar-05	11-Jun-08	Equity Bank	4.00%	100,000.00
18	20-Jun-07	15-Jun-08	FANNIE MAE FNMA-MBS	5.29%	486,750.00
Short Term Investments			Maturing Fiscal Year 2008		12,716,380.72
19	30-Jan-06	28-Jul-08	Federal Home Loan Bank-FNC	5.00%	500,000.00
20	21-Apr-05	07-Oct-08	Federal Home Loan Bank-MBS	4.00%	1,335,000.00
21	15-Oct-03	15-Oct-08	R-G Crown Bank	4.00%	97,000.00
22	31-Oct-05	27-Oct-08	Federal Home Loan Bank-MBS	5.00%	500,000.00
23	26-May-05	26-Nov-08	Federal Home Loan Bank-FNC	4.50%	1,000,000.00
24	15-Dec-03	15-Dec-08	Bear, Stearns Securities	3.00%	300,000.00
25	04-Jan-05	05-Jan-09	Mututal Bank	4.36%	99,000.00
26	07-Jan-04	07-Jan-09	Bear Stearns Security	4.08%	100,000.00
27	20-Feb-07	20-Feb-09	Federal Home Loan Bank-FNC	5.28%	500,000.00
			Maturing Fiscal Year 2009		4,431,000.00
28	22-Jun-07	01-Nov-09	Cantella & Co., Inc	4.50%	110,846.02
29	30-Dec-04	30-Dec-09	Capital City Bank and Trust	4.75%	99,000.00
30	22-Apr-05	22-Apr-10	Bank of Waukegan	4.75%	99,000.00
			Maturing Fiscal Year 2010		308,846.02
31	24-Feb-06	24-Feb-11	Federal Home Loan Bank-MBS	6.00%	1,000,000.00
			Maturing Fiscal Year 2011		1,000,000.00
Long-Term Investments					5,739,846.02
Total Investments					18,456,226.74

Financial Indicators

	Target	Jun-07	May-07	Apr-07	Mar-07	Feb-07	Jan-07	Dec-06	Nov-06	Oct-06	Sep-06	Aug-06	Jul-06
Current Ratio	>1.5-2.0	4.86	5.35	5.40	4.76	5.35	5.54	5.48	5.43	4.77	4.65	4.77	4.71
Quick Ratio	>1.33-1.5	4.45	4.93	5.00	4.38	4.95	5.11	5.06	5.01	4.44	4.33	4.41	4.36
Days Cash on Hand	>75	327.39	289.37	354.74	327.83	331.37	327.96	349.52	339.70	363.56	324.75	330.63	305.76

NORTHERN INYO HOSPITAL
DEPARTMENTAL NON-EMERGENCY OUTPATIENT VISITS

MONTHS 2007	DIAGNOSTIC RADIOLOGY		MAMMOGRAPHY		NUCLEAR MEDICINE		ULTRASOUND		CT SCANNING		MRI		LABORATORY		EKG/EEG		PHYSICAL THERAPY		RESPIRATORY THERAPY		RURAL HEALTH CLINIC		TOTALS													
	06 / 07	08 / 07	05 / 07	06 / 07	05 / 07	06 / 07	05 / 07	06 / 07	05 / 07	06 / 07	05 / 07	06 / 07	05 / 07	06 / 07	05 / 07	06 / 07	05 / 07	06 / 07	05 / 07	06 / 07	05 / 07	06 / 07	05 / 07	06 / 07												
JANUARY	340	312	308	202	228	198	47	29	36	102	107	166	151	123	112	86	85	86	1968	1686	1621	127	103	139	313	302	335	16	12	19	1014	1029	941	4366	4017	3961
FEBRUARY	323	250	263	203	211	194	52	60	36	119	135	157	142	111	102	77	92	71	1753	1633	1662	83	82	84	306	361	302	12	19	19	921	970	865	3991	3924	3857
MARCH	413	329	289	201	83	122	52	52	29	113	133	144	161	126	95	92	105	76	2105	1853	1734	81	132	100	315	425	340	12	14	16	1240	1099	1095	4785	4351	4020
APRIL	349	254	256	232	237	246	40	35	46	137	109	139	180	107	123	84	84	105	1815	1984	1767	97	84	85	378	397	300	18	21	14	1103	915	883	4433	4227	3966
MAY	304	263	262	221	241	230	54	41	85	98	122	150	161	110	131	96	88	100	1782	1741	1743	85	98	112	333	374	295	17	18	18	971	958	1007	4122	4051	4133
JUNE	302	257	284	208	220	243	47	32	37	117	128	149	146	119	128	81	111	101	1902	1828	2203	87	104	90	420	370	260	15	10	7	1016	869	864	4341	4038	4346
JULY	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
AUGUST	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
SEPTEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
OCTOBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
NOVEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
DECEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
CALENDAR YEAR	2031	1665	1624	1267	1221	1233	292	249	271	686	734	905	941	696	691	516	565	539	11325	10725	10730	580	600	610	2065	2229	1832	90	94	93	6265	5630	5755	26038	24608	24283
MONTHLY AVERAGES	339	278	271	211	204	206	49	42	45	114	122	151	157	116	115	86	94	90	1888	1788	1786	93	100	102	344	372	305	15	16	16	1044	972	959	4340	4101	4047

Northern Inyo Hospital
Investments as of 6/30/2007

ID	Purchase Date	Maturity Date	Institution	Rate	Principal Invested
1	02-Jun-07	01-Jul-07	Local Agency Investment Fund	5.25%	289,284.36
2	28-Jun-07	01-Jul-07	Local Agency Investment Fund	5.25%	8,092,765.77
3	05-Jul-05	05-Jul-07	Federal Home Loan Bank-MBS	4.00%	500,000.00
4	30-Apr-07	30-Aug-07	United States Treasury Bills	4.81%	378,924.58
5	14-Mar-06	14-Sep-07	Federal Home Loan Bank-FNC	5.13%	600,000.00
6	30-Apr-07	25-Oct-07	United States Treasury Bills	4.88%	379,981.77
7	28-Nov-05	28-Nov-07	Federal Home Loan Bank-MBS	5.00%	500,000.00
8	22-Jun-07	01-Dec-07	Cantella & Co., Inc	4.50%	65,674.24
9	27-Dec-05	27-Dec-07	Federal Home Loan Bank-FNC	5.00%	500,000.00
10	24-Jan-03	24-Jan-08	Capital One Bank	4.31%	100,000.00
11	24-Jan-03	24-Jan-08	Capital One, F.S.B.	4.30%	100,000.00
12	24-Jan-03	24-Jan-08	Key Bank USA	3.50%	100,000.00
13	18-Mar-05	18-Mar-08	First Federal Bank	4.00%	100,000.00
14	23-Mar-07	24-Mar-08	Farmers Bank	5.00%	100,000.00
15	14-Dec-04	27-May-08	Cantella & Co., Inc	3.50%	225,000.00
16	11-Mar-05	11-Jun-08	Community Bank	4.00%	98,000.00
17	11-Mar-05	11-Jun-08	Equity Bank	4.00%	100,000.00
18	20-Jun-07	15-Jun-08	FANNIE MAE FNMA-MBS	5.29%	486,750.00
Short Term Investments					12,716,380.72
Maturing Fiscal Year 2008					
19	30-Jan-06	28-Jul-08	Federal Home Loan Bank-FNC	5.00%	500,000.00
20	21-Apr-05	07-Oct-08	Federal Home Loan Bank-MBS	4.00%	1,335,000.00
21	15-Oct-03	15-Oct-08	R-G Crown Bank	4.00%	97,000.00
22	31-Oct-05	27-Oct-08	Federal Home Loan Bank-MBS	5.00%	500,000.00
23	26-May-05	26-Nov-08	Federal Home Loan Bank-FNC	4.50%	1,000,000.00
24	15-Dec-03	15-Dec-08	Bear, Stearns Securities	3.00%	300,000.00
25	04-Jan-05	05-Jan-09	Mututal Bank	4.36%	99,000.00
26	07-Jan-04	07-Jan-09	Bear Stearns Security	4.08%	100,000.00
27	20-Feb-07	20-Feb-09	Federal Home Loan Bank-FNC	5.28%	500,000.00
Maturing Fiscal Year 2009					4,431,000.00
28	22-Jun-07	01-Nov-09	Cantella & Co., Inc	4.50%	110,846.02
29	30-Dec-04	30-Dec-09	Capital City Bank and Trust	4.75%	99,000.00
30	22-Apr-05	22-Apr-10	Bank of Waukegan	4.75%	99,000.00
Maturing Fiscal Year 2010					308,846.02
31	24-Feb-06	24-Feb-11	Federal Home Loan Bank-MBS	6.00%	1,000,000.00
Maturing Fiscal Year 2011					1,000,000.00
Long-Term Investments					5,739,846.02
Total Investments					18,456,226.74

**Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2007
As of June 30, 2007**

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
FY 1995-96	Hospital Information System	\$1,300,000
	AMOUNT APPROVED BY THE BOARD IN PRIOR FISCAL YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>1,300,000</u>
FY 2006-07	Philips Biphasic Defibrillators (eight)	101,388 *
	Crash Carts	15,735 *
	Urology Office Equipment & Charts (Purchased from Dr. Evantov) (Half of \$35,000 buy-up amount)	18,856 *
	Platelet Incubator/Agitator Purchase (non-budget)	2,600
	Computer Backup/Disaster Recovery Upgrade	77,124 *
	Virtual Servers	40,677 *
	QuadraMed Tempus One Scheduling System (Includes Surgery Module)	233,750
	Honda CRV	23,292 *
	GE Digital Mammography	508,759 *
	BECKMAN COULTER Blood Analyzer LH500	53,875 *
	GE Centricity RHC Electronic Health Record Software	75,950
	Terason t3000 Ultrasound System	43,396 *
	QuickPay System	13,189 *
	Hologic Stereotactic Breast Biopsy System	156,000
	AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>1,364,590</u>
	Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year	1,300,000

**Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending JUNE 30, 2007
 As of June 30, 2007**

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
	Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year	<u>1,364,590</u>
	Year-to-Date Board-Approved Amount to be Expended	1,768,300
	Year-to-Date Administrator-Approved Amount Actually Expended in Current Fiscal Year	<u>523,594 *</u> <u>896,290 *</u>
	TOTAL FUNDS APPROVED TO BE EXPENDED	<u><u>3,188,185</u></u>
	Total-to-Date Spent on Incomplete Board Approved Expenditures (Hospital Information System and Building Project)	1,199,399
Reconciling Totals:		
	Actually Capitalized in the Current Fiscal Year Total-to-Date	1,419,885
	Plus: Lease Payments from a Previous Period	0
	Less: Lease Payments Due in the Future	0
	Less: Funds Expended in a Previous Period	0
	Plus: Other Approved Expenditures	<u>1,768,300</u>
	ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE	<u><u>3,188,185</u></u>
	Contributions by Auxiliary	0
	Contributions by Hospice of the Owens Valley	0
	Contributions by Others (Tobacco Settlement Funds for Digital Mammography)	<u>379,711</u>
		<u><u>379,711</u></u>
	Completed Purchase	
	Note: The budgeted amount for capital expenditures for the fiscal year ending June 30, 2006, is \$3,600,000 coming from existing hospital funds.)	
	Completed in prior fiscal year	

**Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2007
As of June 30, 2007**

Administrator-Approved Item(s)	Department	Amount	Month Total	Grand Total
↳ Administrator Approved Assets Purchased in June 2007				

**Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending JUNE 30, 2007
 As of June 30, 2007**

MONTH	APPROVED	AMOUNT
BOARD DESCRIPTION OF APPROVED CAPITAL EXPENDITURES		
Board Approved Construction and Remodel amounts to be Reimburse from Revenue Bonds:		
1996-97	Central Plant and Emergency Power Generator	3,000,884 **
1997-98	Administration/Office Building (Includes Furniture and Landscaping)	1,617,772 **
2000-01	New Water Line Construction	89,962 **
2001-02	Siemens ICU Patient Monitoring Equipment	170,245 **
	Central Plant and Emergency Power Generator OSHPD Fee	18464.5 **
2003-04	Emergency Room Remodel (Included in New Building & Remodel)	0
2004-05	Emergency Room Remodel (add to \$500,000) (In New Building & Remodel)	0
2005-06	Hospital Building and Remodel	39,500,000
2005-06	Construction Cost Overrun Approval	15,250,000
Total-To-Date Board Approved Construction Amounts to be reimbursed from Revenue Bonds & General Obligation Bond		<u><u>59,647,328</u></u>
Total-To-Date Spent on Construction In Progress from Rev Bonds for Incomplete Projects (Includes Architect Fees for Future Phases)		

Completed Purchase

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INTENTIONALLY

BUDGET VARIANCE ANALYSIS

Jul-07 PERIOD ENDING PRIOR TO AUDIT

In the month, NIH was

**43% over budget in IP days;over in IP Ancillary and
over in OP Revenue resulting in**

**\$ 881,969 (14.6%) over in gross patient revenue from budget and
\$ 348,006 (10.0%) over in net patient revenue from budget**

Total Expenses were:

**\$ (180,010) (-5.2%) under budget. Wages and Salaries were
\$ (11,594) (-0.9%) under budget and Employee Benefits
\$ (205,484) (-26.3%) under budget
\$ 159,005 of other income resulted in a net income of
\$ 720,949 \$ 488,087 over budget.**

The following expense areas were over budget for the month:

\$ 63,197 30% Professional Fees; registry staff

\$ 52,008 35% Bad Debt

Other Information:

**47.89% Contractual Percentages for month
47.89% Contractual Percentages for Year**

\$ 720,949 Year-to-date Net Revenue

Special Notes for Month:

High Revenue month

NORTHERN INYO HOSPITAL

Balance Sheet

July 31, 2007

Assets

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2007</u>
Current assets:			
Cash and cash equivalents	687,350	1,341,678	1,341,678
Short-term investments	15,045,614	12,719,858	12,719,858
Assets limited as to use	46,288	1,057,115	1,057,115
Plant Expansion and Replacement Cash	8,999,586	10,944,955	10,944,955
Other Investments (Partnership)	386,880	386,880	386,880
Patient receivable, less allowance for doubtful accounts 710,502	7,929,892	7,625,080	7,625,080
Other receivables	156,988	207,225	207,225
Inventories	2,080,989	2,077,353	2,077,353
Prepaid expenses	771,590	620,550	620,550
Total current assets	<u>36,105,178</u>	<u>36,980,693</u>	<u>36,980,693</u>
Assets limited as to use:			
Internally designated for capital acquisitions	455,775	455,329	455,329
Specific purpose assets	449,590	482,715	482,715
	<u>905,365</u>	<u>938,044</u>	<u>938,044</u>
Revenue bond construction funds held by trustee	830,379	788,096	788,096
Less amounts required to meet current obligations	46,288	1,057,115	1,057,115
Net Assets limited as to use:	<u>1,689,455</u>	<u>669,026</u>	<u>669,026</u>
Long-term investments	<u>5,741,537</u>	<u>5,741,537</u>	<u>5,741,537</u>
Property and equipment, net of accumulated depreciation and amortization	<u>18,449,306</u>	<u>17,498,027</u>	<u>17,498,027</u>
Unamortized bond costs	<u>337,961</u>	<u>338,447</u>	<u>338,447</u>
Total assets	<u>62,323,437</u>	<u>61,227,729</u>	<u>61,227,729</u>

NORTHERN INYO HOSPITAL

Balance Sheet

July 31, 2007

Liabilities and net assets

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2007</u>
Current liabilities:			
Current maturities of long-term debt	240,000	270,000	270,000
Accounts payable	617,973	559,389	559,389
Accrued salaries, wages and benefits	2,686,997	2,565,601	2,565,601
Accrued interest and sales tax	259,797	168,295	168,295
Deferred income	68,151	105,164	105,164
Due to third-party payors	3,390,060	3,219,011	3,219,011
Due to specific purpose funds	-	-	-
Total current liabilities	<u>7,262,978</u>	<u>6,887,459</u>	<u>6,887,459</u>
Long-term debt, less current maturities	22,180,000	22,180,000	22,180,000
Bond Premium	405,065	406,270	406,270
Total long-term debt	<u>22,585,065</u>	<u>22,586,270</u>	<u>22,586,270</u>
Net assets:			
Unrestricted	31,992,679	31,271,285	31,271,285
Temporarily restricted	482,715	482,715	482,715
Total net assets	<u>32,475,394</u>	<u>31,753,999</u>	<u>31,753,999</u>
Total liabilities and net assets	<u>62,323,437</u>	<u>61,227,729</u>	<u>61,227,729</u>

NORTHERN INYO HOSPITAL

Statement of Operations

As of July 31, 2007

	MTD		MTD Variance		YTD		YTD Variance	
	MTD Actual	MTD Budget	Variance \$	%	YTD Actual	YTD Budget	Variance \$	%
Unrestricted revenues, gains and other support:								
In-patient service revenue:								
Routine	731,631	592,370	139,261	23.5	731,631	592,370	139,261	23.5
Ancillary	2,353,315	1,926,277	427,038	22.2	2,353,315	1,926,277	427,038	22.2
Total in-patient service revenue	3,084,945	2,518,647	566,298	22.5%	3,084,945	2,518,647	566,298	22.5%
Out-patient service revenue	3,857,944	3,542,274	315,670	8.9	3,857,944	3,542,274	315,670	8.9
Gross patient service revenue	6,942,890	6,060,921	881,969	14.60	6,942,890	6,060,921	881,969	14.6
Less deductions from patient service revenue:								
Patient service revenue adjustments	117,157	180,603	63,446	35.1	117,157	180,603	63,446	35.1
Contractual adjustments	3,005,309	2,407,900	(597,409)	(24.8)	3,005,309	2,407,900	(597,409)	(24.8)
Total deductions from patient service revenue	3,122,466	2,588,503	(533,963)	(20.6)	3,122,466	2,588,503	(533,963)	(20.6)
Net patient service revenue	3,820,424	3,472,418	348,006	10%	3,820,424	3,472,418	348,006	10%
Other revenue	37,234	26,481	10,753	40.6	37,234	26,481	10,753	40.6
Transfers from Restricted Funds for Other Operating Expenses	-	65,539	(65,539)	(100.0)	-	65,539	(65,539)	(100.0)
Total Other revenue	37,234	92,020	(54,786)	(59.5)	37,234	92,020	(54,786)	(59.5)
Total revenue, gains and other support	3,857,658	3,564,438	293,220	(59.4)	3,857,658	3,564,438	293,220	(59.4)
Expenses:								
Salaries and wages	1,291,759	1,303,353	11,594	0.9	1,291,759	1,303,353	11,594	0.9
Employee benefits	574,780	780,264	205,484	26.3	574,780	780,264	205,484	26.3
Professional fees	271,327	208,130	(63,197)	(30.4)	271,327	208,130	(63,197)	(30.4)
Supplies	434,123	467,910	33,787	7.2	434,123	467,910	33,787	7.2
Purchased services	141,526	153,524	11,998	7.8	141,526	153,524	11,998	7.8
Depreciation	123,181	162,843	39,662	24.4	123,181	162,843	39,662	24.4
Interest	32,271	32,274	3	-	32,271	32,274	3	-
Bad debts	202,691	150,683	(52,008)	(34.5)	202,691	150,683	(52,008)	(34.5)
Other	205,386	198,073	(7,313)	(3.7)	205,386	198,073	(7,313)	(3.7)
Total expenses	3,277,044	3,457,054	180,010	5.2	3,277,044	3,457,054	180,010	5.2
Operating income (loss)	580,614	107,384	473,230	(64.6)	580,614	107,384	473,230	(64.6)
Other income:								
District tax receipts	37,013	41,814	(4,801)	(11.5)	37,013	41,814	(4,801)	(11.5)
Interest	101,754	83,337	18,417	22.1	101,754	83,337	18,417	22.1
Other	10,238	4,660	5,578	119.7	10,238	4,660	5,578	119.7
Grants and Other Non-Restricted Contributions	10,000	12,500	(2,500)	(20.0)	10,000	12,500	(2,500)	(20.0)
Partnership Investment Income	-	-	-	N/A	-	-	-	N/A
Total other income, net	159,005	142,311	16,694	12	159,005	142,311	16,694	11.7
Non-Operating Expense								
Medical Office Expense	8,485	10,110	1,625	16.1	8,485	10,110	1,625	16.1
Urology Office	10,185	6,723	(3,462)	(51.5)	10,185	6,723	(3,462)	(51.5)
Total Non-Operating Expense	18,670	16,833	(1,837)	(10.9)	18,670	16,833	(1,837)	(10.9)
Excess (deficiency) of revenues over expenses	720,949	232,862	488,087	209.6	720,949	232,862	488,087	209.6

NORTHERN INYO HOSPITAL
Statement of Operations--Statistics
As of July 31, 2007

	Month		Year		YTD Actual	YTD Budget	Year Variance	Year Percentage
	Month Actual	Month Budget	Month Variance	Month Percentage				
Operating statistics:								
Beds	25.00	25.00	N/A	N/A	25.00	25.00	N/A	N/A
Patient days	388.00	271.00	117.00	1.43	388.00	271.00	117.00	1.43
Maximum days per bed capacity	775.00	775.00	N/A	N/A	775.00	775.00	N/A	N/A
Percentage of occupancy	50.06	34.97	15.09	1.43	50.06	34.97	15.09	1.43
Average daily census	12.52	8.74	3.77	1.43	12.52	8.74	3.77	1.43
Average length of stay	3.77	3.08	0.69	1.22	3.77	3.08	0.69	1.22
Discharges	103.00	88.00	15.00	1.17	103.00	88.00	15.00	1.17
Admissions	107.00	89.00	18.00	1.20	107.00	89.00	18.00	1.20
Gross profit-revenue depts.	4,930,958.84	3,956,864.00	974,094.84	1.25	4,930,958.84	3,956,864.00	974,094.84	1.25
Percent to gross patient service revenue:								
Deductions from patient service revenue and bad debts								
Salaries and employee benefits	47.89	45.24	2.65	1.06	47.89	45.24	2.65	1.06
Occupancy expenses	26.87	34.38	(7.51)	0.78	26.87	34.38	(7.51)	0.78
General service departments	2.51	3.54	(1.03)	0.71	2.51	3.54	(1.03)	0.71
Fiscal services department	4.12	5.65	(1.53)	0.73	4.12	5.65	(1.53)	0.73
Administrative departments	3.55	4.56	(1.01)	0.78	3.55	4.56	(1.01)	0.78
Operating income (loss)	4.45	5.46	(1.01)	0.82	4.45	5.46	(1.01)	0.82
Excess (deficiency) of revenues over expenses	8.24	1.70	6.54	4.85	8.24	1.70	6.54	4.85
	10.38	3.84	6.54	2.70	10.38	3.84	6.54	2.70
Payroll statistics:								
Average hourly rate (salaries and benefits)	35.15	41.24	(6.09)	0.85	35.15	41.24	(6.09)	0.85
Worked hours	45,295.22	44,676.00	619.22	1.01	45,295.22	44,676.00	619.22	1.01
Paid hours	53,066.59	50,524.00	2,542.59	1.05	53,066.59	50,524.00	2,542.59	1.05
Full time equivalents (worked)	257.36	253.84	3.52	1.01	257.36	253.84	3.52	1.01
Full time equivalents (paid)	301.51	287.07	14.45	1.05	301.51	287.07	14.45	1.05

NORTHERN INYO HOSPITAL

Statements of Cash Flows

As of July 31, 2007

	<u>Month-to-date</u>	<u>Year-to-date</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	721,394.87	721,394.87
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities: (correcting debt payment)	-	-
Depreciation	123,180.78	123,180.78
Provision for bad debts	202,691.19	202,691.19
Loss (gain) on disposal of equipment	145.00	145.00
(Increase) decrease in:		
Patient and other receivables	(457,266.48)	(457,266.48)
Other current assets	(154,676.55)	(154,676.55)
Plant Expansion and Replacement Cash	1,945,369.64	1,945,369.64
Increase (decrease) in:		
Accounts payable and accrued expenses	234,469.96	234,469.96
Third-party payors	171,049.00	171,049.00
Net cash provided (used) by operating activities	<u>2,786,357.41</u>	<u>2,786,357.41</u>
 Cash flows from investing activities:		
Purchase of property and equipment	(1,074,460.39)	(1,074,460.39)
Purchase of investments	(2,325,756.49)	(2,325,756.49)
Proceeds from disposal of equipment	(145.00)	(145.00)
Net cash provided (used) in investing activities	<u>(3,400,361.88)</u>	<u>(3,400,361.88)</u>
 Cash flows from financing activities:		
Long-term debt	(31,205.55)	(31,205.55)
Issuance of revenue bonds	(42,282.70)	(42,282.70)
Unamortized bond costs	485.24	485.24
Increase (decrease) in donor-restricted funds, net	32,679.53	32,679.53
Net cash provided by (used in) financing activities	<u>(40,323.48)</u>	<u>(40,323.48)</u>
 Increase (decrease) in cash and cash equivalents	(654,327.95)	(654,327.95)
 Cash and cash equivalents, beginning of period	<u>1,341,678.31</u>	<u>1,341,678.31</u>
 Cash and cash equivalents, end of period	<u>687,350.36</u>	<u>687,350.36</u>

NORTHERN INYO HOSPITAL

Statements of Changes in Net Assets

As of July 31, 2007

	<u>Month-to-date</u>	<u>Year-to-date</u>
Unrestricted net assets:		
Excess (deficiency) of revenues over expenses	720,949.40	720,949.40
Net Assets due/to transferred from unrestricted	-	-
Net assets released from restrictions used for operations	33,125.00	33,125.00
Net assets released from restrictions used for payment of long-term debt	-	-
Contributions and interest income	445.47	445.47
Increase in unrestricted net assets	<u>754,519.87</u>	<u>754,519.87</u>
Temporarily restricted net assets:		
District tax allocation	-	-
Net assets released from restrictions	(33,125.00)	(33,125.00)
Restricted contributions	-	-
Interest income	-	-
Increase (decrease) in temporarily restricted net assets	<u>(33,125.00)</u>	<u>(33,125.00)</u>
Increase (decrease) in net assets	721,394.87	721,394.87
Net assets, beginning of period	31,753,999.46	31,753,999.46
Net assets, end of period	<u><u>32,475,394.33</u></u>	<u><u>32,475,394.33</u></u>

Northern Inyo Hospital
Summary of Cash and Investment Balances
Calendar Year 2007

Operations Checking Account

Time Deposit Month-End Balances

Month	Balance at Beginning of Month	Deposits	Disbursements	Balance at End of Month	Premium Interest Checking	Investment Operations Fund	Bond and Interest Fund (2)	Equipment Donations Fund	Childrens Fund	Scholarship Fund	Tobacco Settlement Fund	Total Revenue Bond Fund (1)	Project Revenue Bond Fund (1)	General Obligation Bond Fund
January	936,738	3,349,146	3,230,137	1,055,747	519	17,418,118	525,863	25,122	2,798	5,734	715,405	744,735	16,654	15,331,544
February	1,055,747	3,012,726	3,529,773	538,700	8	18,118,118	525,863	25,122	2,789	5,834	716,060	786,899	16,717	15,376,250
March	538,700	3,711,798	3,700,602	549,896	0	19,014,106	526,320	25,141	2,900	5,839	716,764	829,159	16,775	13,996,056
April	549,896	7,165,639	5,972,745	1,742,790	0	16,533,747	473,447	25,141	2,900	5,839	429,339	872,431	17,616	13,275,050
May	1,742,790	3,030,162	4,660,401	112,551	0	20,225,400	473,447	25,141	3,029	5,839	429,769	934,534	17,680	10,891,486
June	112,551	5,152,683	4,224,606	1,040,628	0	18,456,227	473,766	25,157	3,031	5,842	430,173	788,259	17,745	10,944,955
July	1,040,628	3,215,098	3,921,993	333,733	0	20,781,983	440,641	25,157	3,031	5,842	430,618	830,478	17,810	8,999,586
Prior Year														
August	861,259	3,563,476	3,206,915	1,217,820	1,556,826	15,588,531	466,576	24,896	2,793	5,724	629,066	1,167,917	310,864	15,619,307
September	1,217,820	2,891,026	2,829,293	1,279,553	1,562,539	16,338,426	435,194	24,970	2,796	5,729	629,705	1,214,051	310,866	15,676,672
October	1,279,553	3,513,782	3,902,742	890,593	1,568,930	17,134,630	16,934	24,970	2,796	5,729	713,160	965,952	16,501	15,740,837
November	890,593	4,105,103	4,512,789	482,906	74,468	17,384,630	16,934	25,100	2,796	5,729	713,912	1,032,481	16,530	15,802,765
December	482,906	3,745,997	3,292,165	936,738	545	17,384,630	528,988	25,122	2,798	5,734	714,632	702,720	16,591	15,802,073

Notes: (1) The difference between the Total and Project Revenue Bond Funds represents amounts held by the trustee to make payments on the District's behalf and about \$575,000 to cover the Bond Reserve Account Requirement with respect to the Series 1998 Bonds. The Project amount represents the balance available to spend on the building project; however, the district accumulates invoices and only requests reimbursement quarterly.

(2) The Bond and Interest Fund now contains the Debt Service amount from the County for both the original Bond and the 2005 Bond.

Financial Indicators

	Target	Jul-07	Jun-07	May-07	Apr-07	Mar-07	Feb-07	Jan-07	Dec-06	Nov-06	Oct-06	Sep-06	Aug-06
Current Ratio	>1.5-2.0	4.97	5.37	5.35	5.40	4.76	5.35	5.54	5.48	5.43	4.77	4.65	4.77
Quick Ratio	>1.33-1.5	4.56	4.95	4.93	5.00	4.38	4.95	5.11	5.06	5.01	4.44	4.33	4.41
Days Cash on Hand	>75	310.04	353.49	289.37	354.74	327.83	331.37	327.96	349.52	339.70	363.56	324.75	330.63

Northern Inyo Hospital
Investments as of 7/31/2007

ID	Purchase Date	Maturity Date	Institution	Rate	Principal Invested
1	13-Jul-07	01-Aug-07	Local Agency Investment Fund	5.26%	292,942.75
2	31-Jul-07	01-Aug-07	Local Agency Investment Fund	5.26%	9,929,243.14
3	30-Apr-07	30-Aug-07	United States Treasury Bills	4.81%	378,924.58
4	14-Mar-06	14-Sep-07	Federal Home Loan Bank-FNC	5.13%	600,000.00
5	30-Apr-07	25-Oct-07	United States Treasury Bills	4.88%	379,981.77
6	28-Nov-05	28-Nov-07	Federal Home Loan Bank-MBS	5.00%	500,000.00
7	16-Jul-07	01-Dec-07	Cantella & Co., Inc	4.50%	60,767.18
8	27-Dec-05	27-Dec-07	Federal Home Loan Bank-FNC	5.00%	500,000.00
9	24-Jan-03	24-Jan-08	Capital One Bank	4.31%	100,000.00
10	24-Jan-03	24-Jan-08	Capital One, F.S.B.	4.30%	100,000.00
11	24-Jan-03	24-Jan-08	Key Bank USA	3.50%	100,000.00
12	18-Mar-05	18-Mar-08	First Federal Bank	4.00%	100,000.00
13	23-Mar-07	24-Mar-08	Farmers Bank	5.00%	100,000.00
14	05-Jul-07	22-Apr-08	Federal Home Loan Mtg Corp-MBS	5.24%	492,680.00
15	14-Dec-04	27-May-08	Cantella & Co., Inc	3.50%	225,000.00
16	11-Mar-05	11-Jun-08	Community Bank	4.00%	98,000.00
17	11-Mar-05	11-Jun-08	Equity Bank	4.00%	100,000.00
18	20-Jun-07	15-Jun-08	FANNIE MAE FNMA-MBS	5.29%	486,750.00
Short Term Investments				Maturing Fiscal Year 2008	14,544,289.42
19	30-Jan-06	28-Jul-08	Federal Home Loan Bank-FNC	5.00%	500,000.00
20	21-Apr-05	07-Oct-08	Federal Home Loan Bank-MBS	4.00%	1,335,000.00
21	15-Oct-03	15-Oct-08	R-G Crown Bank	4.00%	97,000.00
22	31-Oct-05	27-Oct-08	Federal Home Loan Bank-MBS	5.00%	500,000.00
23	26-May-05	26-Nov-08	Federal Home Loan Bank-FNC	4.50%	1,000,000.00
24	15-Dec-03	15-Dec-08	Bear, Stearns Securities	3.00%	300,000.00
25	04-Jan-05	05-Jan-09	Mututal Bank	4.36%	99,000.00
26	07-Jan-04	07-Jan-09	Bear Stearns Security	4.08%	100,000.00
27	20-Feb-07	20-Feb-09	Federal Home Loan Bank-FNC	5.28%	500,000.00
				Maturing Fiscal Year 2009	4,431,000.00
28	16-Jul-07	01-Nov-09	Cantella & Co., Inc	4.50%	108,693.81
29	30-Dec-04	30-Dec-09	Capital City Bank and Trust	4.75%	99,000.00
30	22-Apr-05	22-Apr-10	Bank of Waukegan	4.75%	99,000.00
31	23-Jul-07	23-Jul-10	Federal Home Loan Bank-MBS	5.50%	500,000.00
				Maturing Fiscal Year 2010	806,693.81
32	24-Feb-06	24-Feb-11	Federal Home Loan Bank-MBS	6.00%	1,000,000.00
				Maturing Fiscal Year 2011	1,000,000.00
Long-Term Investments					6,237,693.81
Total Investments					20,781,983.23

**Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending JUNE 30, 2008
 As of July 31, 2007**

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
FY 1995-96	Hospital Information System	\$1,300,000
FY 2006-07	Platelet Incubator/Agitator Purchase (non-budget)	2,600
	QuadraMed Tempus One Scheduling System (Includes Surgery Module)	233,750
	GE Centricity RHC Electronic Health Record Software	75,950
	Hologic Stereotactic Breast Biopsy System	156,000
	AMOUNT APPROVED BY THE BOARD IN PRIOR FISCAL YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>1,768,300</u>
FY 2007-08		
	AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>0</u>
	Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year	1,768,300
	Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year	<u>0</u>
	Year-to-Date Board-Approved Amount to be Expended	1,768,300
	Year-to-Date Administrator-Approved Amount	73,461 *
	Actually Expended in Current Fiscal Year	<u>0 *</u>
	TOTAL FUNDS APPROVED TO BE EXPENDED	<u><u>1,841,761</u></u>
	Total-to-Date Spent on Incomplete Board Approved Expenditures (Hospital Information System and Building Project)	1,199,399

**Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending JUNE 30, 2008
 As of July 31, 2007**

MONTH APPROVED BY BOARD DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
Reconciling Totals:	
Actually Capitalized in the Current Fiscal Year Total-to-Date	73,461
Plus: Lease Payments from a Previous Period	0
Less: Lease Payments Due in the Future	0
Less: Funds Expended in a Previous Period	0
Plus: Other Approved Expenditures	<u>1,768,300</u>
ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE	<u><u>1,841,761</u></u>

Donations by Auxiliary	0
Donations by Hospice of the Owens Valley	0
Donations by Others (Barry Miller & Associates for Infant Security System)	<u>5,000</u>
	<u><u>5,000</u></u>

***Completed Purchase**

(Note: The budgeted amount for capital expenditures for the fiscal year ending June 30, 2006, is \$3,600,000 coming from existing hospital funds.)

****Completed in prior fiscal year**

**Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending JUNE 30, 2008
 As of July 31, 2007**

MONTH APPROVED	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
Board Approved Construction and Remodel amounts to be Reimburse from Revenue Bonds:		
FY 1996-97	Central Plant and Emergency Power Generator	3,000,884 **
FY 1997-98	Administration/Office Building (Includes Furniture and Landscaping)	1,617,772 **
FY 2000-01	New Water Line Construction	89,962 **
FY 2001-02	Siemens ICU Patient Monitoring Equipment	170,245 **
	Central Plant and Emergency Power Generator OSHPD Fee	18464.5 **
FY 2003-04	Emergency Room Remodel (Included in New Building & Remodel)	0
FY 2004-05	Emergency Room Remodel (add to \$500,000) (In New Building & Remodel)	0
FY 2005-06	Hospital Building and Remodel	39,500,000
FY 2005-06	Construction Cost Overrun Approval	15,250,000
Total-To-Date Board Approved Construction Amounts to be reimbursed from Revenue Bonds & General Obligation Bond		<u><u>59,647,328</u></u>
Total-To-Date Spent on Construction In Progress from Rev Bonds for Incomplete Projects (Includes Architect Fees for Future Phases)		

*Completed Purchase

**Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2008
As of July 31, 2007**

Administrator-Approved Item(s)	Department	Amount	Month Total	Grand Total
INFANT SECURITY SYSTEM	OB/NURSERY	45,001		
STERIS PROCESSOR MODEL 99A2	SURGERY/CS	18,865		
SURGICAL OFFICE ASSETS	SURGERY CLINIC	9,595		
Month Ending July 31, 2007			73,461	73,461

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Comparison of California Health Coverage Expansion Proposals

	Governor's Plan	AB 8 (Núñez/Perata)¹	SB 840 (Kuehl) (and companion funding legislation SB 1014)
Californians to Be Covered?	Estimated 4.1 million (more than three quarters of Californians uninsured at a given point in time).	Estimated 3.4 million (more than two thirds of Californians uninsured at a given point in time).	All Californians covered through newly created single-payer California Health Insurance System (CHIS).
Requirements Imposed on Consumers/Individuals	All Californians are required to have coverage. To meet the requirement, a minimum benefit level of \$5,000 deductible, with out-of-pocket maximums of \$7,500 per person (\$10,000 per family), must be maintained.	<ul style="list-style-type: none"> An employee working for a firm that pays a fee (instead of paying for employee health expenditures) must enroll in the newly created state purchasing cooperative called California Cooperative Health Insurance Purchasing Program (Cal-CHIPP). Premiums for employees under 300% FPL³ in Cal-CHIPP would not exceed 5% of family income. 	Companion legislation, SB 1014, would require individuals to contribute a portion of income via taxes, in lieu of paying for health care premiums, co-pays, and deductibles. First \$7,000 of income would be exempt.
Treatment of Self-Employed	Same individual mandate applies.	Enhanced access to coverage through reformed individual insurance market.	All Californians have same access to same standard benefits, regardless of type of employment.
Requirements Imposed on Employers	Pay or play approach -- employers with 10 or more employees that choose not to offer coverage contribute 4% of payroll toward cost of employees' coverage through purchasing cooperative. Employers of all sizes must establish Section 125 plans ⁴ to tax-shelter employer and employee health insurance contributions.	<ul style="list-style-type: none"> Pay or play approach — employers required to pay 7.5% of Social Security wages for employee health care expenditures or pay equivalent amount into a trust fund to allow employees to access coverage through Cal-CHIPP. All employers are required to establish Section 125 plans to tax-shelter employer and employee health insurance contributions. 	SB 1014 would require employers to contribute via an 8.17% increase in payroll tax of employee's income over \$7,000 and under \$200,000. Contribution would be made in lieu of paying premiums.
Treatment of Small Employers	Employers with fewer than 10 employees exempt from pay-or-play requirement. Employees still subject to individual mandate.	No exemption from minimum spending requirement ("pay-or-play") based on employer size (except for the self-employed).	Not applicable.

Comparison of California Health Coverage Expansion Proposals

	Governor's Plan	AB 8 (Núñez/Perata)¹	SB 840 (Kuehl) (and companion funding legislation SB 1014)
Requirements Imposed on Providers	Providers required to pay fees on revenues: 2% on physicians and 4% on hospitals. Hospitals required to spend 85% of revenues on patient care.	None stated.	None stated.
Changes in Provider Payments/ Funding	Medi-Cal payments to providers.	None stated.	<ul style="list-style-type: none"> • New CHS commissioner would negotiate and set all rates. • Provides new right to providers to collectively negotiate rates and fees.
Public Program Expansions and Support for Low-Income Individuals	<ul style="list-style-type: none"> • Healthy Families⁵ expansion for children up to 300% FPL, regardless of immigration status. • Medi-Cal expansion for all legal residents up to 100% FPL. • Individual family contribution toward premium for coverage obtained through purchasing pool is linked to gross income: <ul style="list-style-type: none"> - 100 – 150% FPL (a family of four earning \$20,650 – \$30,975) pays 3% of income; - 151 – 200% FPL (a family of four earning \$30,975 – \$41,300) pays 4% of income; - 201 – 250% FPL (family of four earning \$41,300 – \$51,625) pays 5% of income. 	<ul style="list-style-type: none"> • Healthy Families expansion for children in families with incomes between 133 and 300% FPL, regardless of immigration status, pending the appropriation of state funds. • Establishes uniform eligibility standards for children regardless of age and simplifies the Medi-Cal and Healthy Families enrollment process. • Expands Medi-Cal to parents and children ages 5-18 living at or below 133% FPL. • Expands Healthy Families coverage to parents with incomes between 133% and 300% FPL, pending federal approval and pending the appropriation of state funds. • Employees and dependents eligible for public programs and eligible for Cal-CHIP would receive their public program through Cal-CHIP. All carriers selling group coverage are required to offer a Medi-Cal Benchmark and Healthy Families Benchmark Plan to eligible employees. Employees eligible for public programs that have other group coverage are eligible for the Medi-Cal Benchmark Plan or the Healthy Families Benchmark Plan, and premium assistance. 	<ul style="list-style-type: none"> • Aims to consolidate funding for existing public programs into newly created Universal Healthcare Fund, under CHS. • All Californians receive coverage under CHS, regardless of income.

Comparison of California Health Coverage Expansion Proposals

	Governor's Plan	AB 8 (Núñez/Perata)¹	SB 840 (Kuehl) (and companion funding legislation SB 1014)
Role of Counties	Counties maintain responsibility for care of the adult undocumented indigent population. To reflect reduced demands on county from public program expansion, half of funds used by counties for indigent care would be redirected to the state.	Counties' obligation to serve the indigent unchanged.	Indigent receive care under CHS; counties are largely removed of their obligation to care for indigent.
Role of Federal Government	Majority of federal financing associated with increased provider payments and eligibility expansions (expected under existing Medicaid policy). State would seek Medicaid 1115 waiver ⁶ to support innovations in financing and care delivery (e.g., incentives and rewards for healthy behavior) and to extend coverage to childless adults.	Expansion of Healthy Families and Medi-Cal would generate federal matching funds under existing policy (i.e., would not require Medicaid waiver application). (Expansion would require a state appropriation.)	<ul style="list-style-type: none"> • Legislation intends for CHS to consolidate funding from all existing public programs into the Universal Healthcare Fund, potentially including Medicare. • People eligible for federal programs (Medicare and Medi-Cal) would remain enrolled in them and CHS would pay their premiums and deductibles.
Changes in State Tax Code and State Tax Revenue	Modifies state tax code to conform to federal health savings account rules. Establishment by employers of Section 125 plans to tax-shelter employer and employee health insurance contributions would reduce state tax revenue.	Establishment by employers of Section 125 plans to tax-shelter employer and employee health insurance contributions would reduce state tax revenue.	SB 1014 would modify state tax code to increase individual income tax and employers' payroll tax.

Comparison of California Health Coverage Expansion Proposals

	Governor's Plan	AB 8 (Núñez/Perata)¹	SB 840 (Kuehl) (and companion funding legislation SB 1014)
<p>Insurance Market Requirements/ Reforms:</p> <ul style="list-style-type: none"> Guaranteed Issue, Rating Reforms, and Other Requirements Imposed on Health Plans 	<p>Health plans must guarantee coverage to all Californians. Premiums may vary based only on age and geography (not health status/conditions). Health plans must spend 85% of premiums on patient care.</p>	<ul style="list-style-type: none"> • By 2011, all health plans required to guarantee issue and use community rating in the individual market (e.g. premiums may vary based on age and geography; not health condition) for individuals without serious medical conditions. • Individuals with specified serious medical conditions would be eligible for high risk pool (to be funded by an assessment on health plans as outlined in AB 2 (Dymally)). • Simplified medical underwriting, including standardized individual application form. Requires health plans to offer three uniform benefit designs to facilitate comparison shopping. • Applies rules currently regulating the small group market (such as guaranteed issue) to the mid-sized (51 - 250 employees) employer market. • Health plans must spend 85% of premiums on patient care. 	<p>CHIS becomes the primary policy for all Californians. Insurers may sell supplemental policies.</p>
<p>Insurance Market Requirements/ Reforms:</p> <p>Connector/ Purchasing Pool</p>	<p>A purchasing pool administered by MRMIB would establish a subsidized benefit package, administer premium subsidies, incorporate a "Healthy Actions Incentive/Rewards Program," and offer non-subsidized products, such as dental and vision.</p>	<p>Establishes CA Cooperative Health Insurance Purchasing Program (Cal-CHIP) to be administered by MRMIB to negotiate and purchase health insurance for eligible enrollees. Cal-CHIP will offer at least three uniform benefit packages that will also be offered by insurers in the private market.</p>	<p>All Californians receive coverage under CHIS.</p>
<p>Insurance Market Requirements/ Reforms:</p> <p>Participant Contribution to Obtain Coverage Through Purchasing Pool</p>	<p>Sliding scale contributions of 3 – 6% of gross income required to obtain coverage through purchasing pool.</p>	<ul style="list-style-type: none"> • Maximum contribution cannot exceed 5% of family income for families earning less than 300% FPL. • Premium contributions based on sliding scale for those with household income less than 300% FPL. • MRMIB would set premiums for those under 300% FPL to meet the 5% requirement. 	<p>New administrative bodies are created to administer CHIS and develop a premium structure for Californians.</p>

Comparison of California Health Coverage Expansion Proposals

	Governor's Plan	AB 8 (Núñez/Perata)¹	SB 840 (Kuehl) (and companion funding legislation SB 1014)
Financing Sources and Cost Estimates	<p>Total \$12 billion cost estimate, to be financed through:</p> <ul style="list-style-type: none"> • Employer contributions • Employee and individual contributions • Federal funds • Redirection of safety net funds • Physician and hospital fees 	<p>(Note: Estimate may be revised to reflect recent amendments.)</p> <p>Total \$8.3 billion cost estimate to be financed through:</p> <ul style="list-style-type: none"> • Employer contributions • Employee contributions • State funds • Federal funds (Medicaid, SCHIP) 	<ul style="list-style-type: none"> • Creates the California Health Insurance Premium Commission to develop a premium structure to fund CHIS. • Legislation relies on an estimated \$29 billion in administrative and other savings that are used to fund expanded coverage under CHIS. • SB 1014 would increase payroll and state income tax for financing. Legislation envisions: <ul style="list-style-type: none"> - Individuals would pay 3 – 4% of income (between \$7,000 and \$200,000). - Individuals would pay an additional 1% on income over \$200,000. - Employers would pay 8% of payroll tax (on payroll above \$7,000 for full time employees).
Cost Containment: Prevention and Wellness	<p>Subsidized products incorporate "Healthy Action Incentive/Rewards Program," which all health plans are required to offer; state-sponsored public health efforts to reverse obesity trends and continue smoking cessation efforts.</p>	<p>Uniform benefit packages include coverage for primary and preventive care with minimal patient cost sharing. California will "adopt and encourage" healthy lifestyles through workplace and individual efforts to improve health.</p>	<p>Preventive care covered by CHIS.</p>
Cost Containment: Additional Provisions	<ul style="list-style-type: none"> • Reduce regulatory requirements on health plans. • Reduce regulatory requirements in order to promote certain delivery models, such as retail health clinics. • Pilot to combine workers' compensation health benefits with traditional health coverage. • Cap on health plan administrative costs and profits (must spend 85% of premiums on patient care). 	<ul style="list-style-type: none"> • Pay-for-performance for state-funded health coverage programs. • Require plans and providers to participate in implementation of a personal health records system. • Centralized assessment of new technology. • Participating health plans required to implement evidence-based preventive services. • Requires MRMIB to negotiate with Medi-Cal managed care plans. • Cap on health plan administrative costs and profits (must spend 85% of premiums on patient care). 	<p>Caps administrative spending to 5% of total system-wide spending and authorizes newly created CHIS Commissioner to create other forms of cost control.</p>

Comparison of California Health Coverage Expansion Proposals

	Governor's Plan	AB 8 (Núñez/Perata)¹	SB 840 (Kuehl) (and companion funding legislation SB 1014)
Enforcement	Payroll withholding and state tax system will play roles in monitoring and enforcing individual mandate. Providers will be involved through on-site enrollment. Penalty for non-compliance not specified.	None stated.	None specified.
Implementation Timeline	Not specified.	<ul style="list-style-type: none"> • July 2008 – Insurance market reforms. • July 2008 – Medi-Cal and Healthy Families expansion, pending the appropriation of funds. • January 2010 – Employer spending requirement begins; CalCHIP created. • July 2009 – Health plans must spend at least 85% of premiums on patient services. 	<ul style="list-style-type: none"> • January 2008 – Premium Commission established. • On or before January 2010, Commission makes recommendations to the Governor and Legislature. • CHS becomes fully implemented once the Secretary of Health and Human Services determines the Universal Healthcare Fund has sufficient revenue for the program to be operational.

Comparison of California Health Coverage Expansion Proposals

¹ AB 8 reflects materials from Senator Perata and Assemblymember Núñez (released June 21, 2007) outlining intended amendments; specific language does not yet appear in AB 8.

² The numbers of uninsured covered under the Schwarzenegger and Núñez proposals were estimated by Jonathan Gruber for May 2007 versions of the proposals.

³ **Federal Poverty Level (FPL)** is the minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. For 2007, Health and Human Services defines FPL for a family of four as \$20,650.

⁴ **Section 125** of the Internal Revenue Code allows companies to give their employees the opportunity to pay for benefits on a pretax basis.

⁵ The **Healthy Families Program** is California's version of the State Children's Health Insurance Program (or SCHIP), funded jointly by the federal government and the state. Healthy Families provides low-cost health, dental, and vision coverage to California children in families with income up to 250% of FPL.

⁶ A **Section 1115 Waiver**, named for that section of the Social Security Act, allows a state to deviate from standard Medicaid requirements to test new ideas. In return for greater flexibility, states must commit to a policy experiment that can be evaluated formally

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Richard Citrenbaum, M.D.
395 Mt. Tom Rd.
Bishop, CA 93514

June 29, 2007

Dr. Taema Weiss
Chief of Staff
Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

Dear Dr. Weiss,

Please accept this letter as formal notification that I am resigning from Northern Inyo Hospital medical staff effective June 30, 2007.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Citrenbaum, M.D.', with a stylized flourish at the end.

Richard Citrenbaum, M.D.

Cc: John Halfen

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DRAFT

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Adult Immunizations in the Health Care Worker	
Scope: Hospital-Wide	Department: Employee Health
Source: Employee Health	Effective Date:

It is a priority for Northern Inyo Hospital to provide as safe an environment as possible for both employees and the patients they serve. This includes prevention of disease transmission between health care workers (HCWs) and patients, particularly those diseases that are preventable by immunization.

PURPOSE:

To explain Northern Inyo Hospital's Immunization Program.

- HCWs are at risk of acquiring several vaccine-preventable diseases with potentially devastating consequences.
- HCWs also serve as vectors for transmitting disease to other staff members and patients. Outbreaks of vaccine-preventable diseases have been well documented in medical institutions. Immunizing HCWs against vaccine-preventable diseases can prevent these outbreaks.

To define who is included in NIH's Immunization Program.

To define which immunizations are offered.

To give the resource for all decisions (unless otherwise stated) for the immunization program.

POLICY:

1. The employee health nurse, supervised by the Emergency Room Director or designee, administers the immunization program. Questions related to vaccinations and immunization status are best addressed to the employee health nurse. However, in most cases the ER nursing staff is also able to help, and they are available 24 hours a day. If the ER is busy with a heavy patient load, then it may be necessary to call or return at a quieter time.
2. Participants in the immunization program include:
 - a. All NIH employees.
 - b. Physicians
 - c. Independent contractors.
 - d. Travel staff.
 - e. Volunteers.
 - f. Hospice staff.
 - g. Student workers (with parental permission for those under age 18)
3. The health status of all participants is assessed for:
 - a. General health status.
 - b. Vaccination history.
 - c. Allergy history.
 - d. Documentation of infectious diseases.
 - e. Documentation of past immunizations.
 - f. Documentation of disease titers.
4. The currently available vaccines are:
 - a. Measles, mumps, rubella (MMR).

- b. Varicella
 - c. Hepatitis B- If at risk for contact with blood, blood products, or bodily secretions (see attached sheet of eligibility).
 - d. Tetanus, diphtheria, pertussis (Tdap).
 - e. Tetanus/diphtheria (Td), if staff member has contraindication to Tdap.
 - f. Influenza- Offered yearly.
 - g. Pneumococcus- For employees >65 or at risk because of chronic health problems.
 - h. Meningococcal- For laboratory technicians whose work in microbiology puts them at a higher risk.
5. All aspects of the immunization program will follow the CDC guidelines in the current edition of **Epidemiology and Prevention of Vaccine-Preventable Diseases**.
Published by the Department of Health and Human Services
Centers For Disease Control and Prevention (CDC)
This resource is published yearly so all recommendations will stay current.
6. Interim recommendations will be based on the CDC recommendations and the American Committee on Immunization Practices (ACIP). Those changes, as necessary, will be written and will be used in place of the source listed above.
The CDC website, www.cdc.gov, reflects interim recommendations.

PROCEDURE:

1. All participants will be notified of available vaccinations and determination will be made if a specific vaccination is appropriate, based on individual history.
2. The vaccinations are primarily given by the Employee Health RN and also in the ER, as staffing and time permits, providing a 24-hour availability.
3. The vaccines are all free of charge, as are any necessary titers done before the vaccinations.
4. When participants receive notice of a vaccination being due or a question related to vaccination status, it is appreciated if there is a prompt response. It should be considered a priority and repeated requests should not have to be necessary.
5. It is preferred that vaccinations not be delayed or refused. However, all employees have a right to refuse any vaccination after being informed of risks and benefits. There is a vaccination declination that needs to be signed after the employee is fully informed.
6. Documentation is completed by the employee health nurse and is kept in the employee health files and database. The employee health nurse is responsible for the maintenance of these records.
7. Copies of health records are available from the employee health nurse.

Committee Approval	Date

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Memo

To: Dave Moose, Interim Manager of BPDC

From: Shirley M. Cain, Tribal Administrator *SMC*

CC: Northern Inyo Hospital Administrator

Date: 8/9/2007

Re: Northern Inyo Hospital

I was directed by Tifford Denver, Chairman to send you the letter from the Northern Inyo Hospital. Please refer this to the BPDC Board. Then, please respond to me, in writing, when they decide to take action or not. Either way, please keep me informed. Thanks.

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DRAFT

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Remote Access Policy	
Scope: Hospital-Wide	Department:
Source: IT Department	Effective Date:

PURPOSE:

The purpose of this policy is to define standards, procedures, and restrictions for connecting to Northern Inyo Hospital's company network(s) from external hosts via remote access technology.

POLICY:

1. This policy applies to all Northern Inyo Hospital employees, including full-time staff, part-time staff, contractors, freelancers, and other agents who utilize company- or personally-owned computers to remotely access the organization's data and networks.
2. Granting of remote access privileges is contingent upon the determination of need by the IT department or the Hospital administration only.
3. Any entity granted remote access privileges will be required to sign an agreement, which includes at least the following items:
 - a. Passwords will be protected and not shared.
 - b. Any incident or suspected incident of unauthorized access and/or disclosure of company resources, databases, networks, etc will be immediately reported to the appropriate manager and the Northern Inyo Hospital IT department.
 - c. Access and/or connection to Northern Inyo Hospital's networks may be monitored to record dates, times, duration of access.
 - d. If a personal or NIH-owned computer or related equipment used for remote access is damaged, lost, or stolen, the authorized user will notify their manager and the Northern Inyo Hospital IT department immediately.
4. Remote access is defined as any connection to Northern Inyo Hospital's company network and/or other applications from off-site locations, such as the employee's home, a hotel room, airports, cafés, satellite office, wireless devices, etc.
5. Since Northern Inyo Hospital's resources (i.e. data, computer systems, networks, databases, etc.) will be protected from unauthorized use and/or malicious attack that could result in loss of information, damage to critical applications, and damage to our public image, all remote access privileges for Northern Inyo Hospital employees, contractors, vendors, and agents to company resources will employ company approved methods.
6. All remote access connections will be centrally managed by the Northern Inyo Hospital IT Department and will utilize the strongest encryption and authentication measures.
7. Remote access connections covered by this policy include (but are not limited to) Internet dial-up modems, frame relay, ISDN, DSL, cable modems, etc.
8. Northern Inyo Hospital will only support the most current available version of Cisco VPN client software and Cisco SSL Client software for connecting to the company network. The system requirements and software may be obtained from the Cisco website, <http://www.cisco.com>

9. All Northern Inyo Hospital employees, contractors, vendors, and agents requiring the use of remote access for business purposes will submit an application (provided by NIH) that clearly outlines why the access is required and what level of service the employee, contractor, vendor, and agent needs should his/her application be accepted.
10. Only the IT department can approve VPN applications including all third-party applications such as remote desktop software.
11. Northern Inyo Hospital employees, contractors, vendors, and agents may use privately owned connections (under 'Supported Technology') for legitimate business purposes after approval by the IT department.
12. Northern Inyo Hospital's IT department will not provide technical support for any third-party ISP connection, hotspot wireless ISP connection, or remote hardware/software.
13. Northern Inyo Hospital employees, contractors, vendors, and agents with remote access privileges to Northern Inyo Hospital's company network will provide the NIH IT Department with their normal hours of operation.
14. Remote access connections will be strictly controlled. Control will be enforced via assigned VPN group names, Pre-Shared Keys, Active Directory usernames, strong pass-phrases, one-time password authentication, and public/private keys.
15. Remote access connections using dual (split) tunnels require approval by the NIH IT Department and must employ a company-approved personal firewall and any other security measure deemed necessary by the Northern Inyo Hospital IT department.
16. User authentication protocols will be centrally managed by the Northern Inyo Hospital IT Department.
17. All remote access connections shall be authenticated using MS-CHAP version 2 and EAP-Smart Card or other certificate.
18. Northern Inyo Hospital will use the following IKE (Internet Key Exchange) data encryption policy for all remote access connections:

Authentication Method	Pre-shared Key or Certificate-based
Hash Algorithm	SHA
Encryption Algorithm	AES-256
Key Exchange	D-H Group 2
IKES Lifetime	86,400 seconds

19. Northern Inyo Hospital will use the ESP-AES-256-SHA IPSEC data encryption policy for all remote access connections.
20. Computers will be required to have NIH IT department antivirus software installed.
21. Antivirus signature files must be kept up-to-date.
22. Employees, contractors, and temporary staff will make no modifications of any kind to the remote access connection without the express approval of the Northern Inyo Hospital IT department. This includes, but is not limited to, split tunneling, dual homing, non-standard hardware or security configurations, etc.
23. All remote access connections must include a "time-out" system in which remote access sessions will time out after 60 minutes of inactivity, and will terminate after 8 hours of

continuous connection with the exception of third-party or private networks that have a no time-out requirement for supporting Northern Inyo Hospital applications.

24. Both time-outs will require the user to reconnect and re-authenticate in order to re-enter company networks.
25. Should a remote user's account be inactive for a period of 180 days, account privileges will be suspended.
26. Upon notification of the user, the Northern Inyo Hospital IT Department will terminate any remote access connection if it is determined that it exposes Northern Inyo Hospital networks, systems, and/or data to unacceptable security risks or performance degradation, or that any requirement of this policy is no longer met.

Committee Approval	Date
Policy and Procedure Committee	
Administration	
Board of Directors	

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DEPARTMENT OF RADIOLOGY
SERVICE AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO this 1st day of October 2007, by and between Northern Inyo County Local Hospital District (hereinafter "District") and John W. Nesson M.D. (hereinafter "Radiologist").

I
RECITALS

1.01. District is a California Healthcare District organized and operating under the authority of *Health & Safety Code section 32000, et seq.* (hereinafter "The Healthcare District Law"), and governed by a Board of Directors (hereinafter "Board").

1.02. District operates Northern Inyo Hospital (hereinafter "Hospital"), a Critical Access Hospital located at 150 Pioneer Lane, Bishop, Inyo County, California, which includes a Radiology Service (hereinafter "Department"). The operation and administration of the Department is governed, in relevant parts, by the Healthcare District Law and applicable California and federal Department licensure statutes and regulations

1.03. Radiologist is a qualified and licensed physician, licensed to practice medicine in the State of California, certified by the American Board of Radiology, and qualified for and practicing the medical specialties of Radiology, Nuclear Medicine, Ultrasound and related fields.

1.04. The District desires to retain the services of Radiologist as the Hospital's Medical Director of Radiology, to oversee, operate and administer the Department in accordance with applicable law. Radiologist desires to provide such services.

WHEREFORE, in consideration of the promises set forth below, the parties covenant and agree as follows:

II
COVENANTS OF THE PARTIES

2.01. Covenants of the District. The District shall:

(a) Space: Furnish, at its expense, space for operation of the Department, which space shall be designated by the District. No part of the Hospital premises shall be used by the Radiologist as an office for the general practice of medicine.

(b) Equipment: Furnish, at its expense, all equipment, supplies, environmental safety mechanisms, and such other goods and administrative services for the Department as are being furnished on the date of this Agreement. District shall, at its expense, keep and maintain all equipment in good order and repair, and repair and replace such equipment, or any part of it, as may become obsolete. District shall consult Radiologist prior to, and in connection with, the purchase of any equipment.

(c) Hospital Services: Furnish, at its expense, all hospital services, including but not limited to, ordinary janitor and in-house messenger services, hospital business telephone service, laundry, gas, water, heat, air conditioning, and such electricity for light and power as may be required for the proper operation and conduct of the Department. District shall also provide the services of such Hospital departments, including but not limited to, nursing, personnel, administrative, accounting, engineering, purchasing, and medical records, as may be required to support the operation of the Department.

(d) Personnel: Employ, at its expense, all non-physician personnel required for the proper operation of the Department in accordance with state and federal law. Radiologist shall have no liability for payment of wages, payroll taxes, or other obligations or liabilities arising from District's performance of its obligations or exercise of its rights as an employer. Should the District and its employees become subject to any collective bargaining agreements during the term of this Agreement, this subdivision 2.01(d) shall be subject thereto. Radiologist, as director of the Department, shall establish clinical qualifications for Department personnel, and oversee and direct the activities of such personnel, in accordance with state and federal standards, departmental protocols, and District policies and procedures applicable to all employees. District shall be solely and ultimately responsible for all decisions with respect to the engagement, discipline, and termination of Department personnel, provided, however, that District shall consult with Radiologist prior to taking any action with respect to Department personnel (A) that relates to the clinical competency or clinical performance of such personnel, or (B) that would materially and adversely affect the levels of clinical staffing of the Department. The term "clinical" refers to those job positions, activities, and duties that are required by state law or the Joint Commission to be performed by licensed or certified individuals. Radiologist may request discipline or removal of a District employee from assignment to the Department, subject to approval of the District, its established personnel policies and procedures, and applicable requirements of collective bargaining agreements, if any. At least once a year, in the annual budget process, District and Radiologist shall review and agree upon the appropriate numbers, job positions, and qualifications of personnel required to meet the needs of the Hospital, the Department, and applicable law.

(e) Supplies: Purchase and provide all necessary supplies for the Department, including, but not limited to, chemicals, glassware, forms, and similar expendable items, and shall maintain accurate records of the costs of said supplies.

(f) The District shall give the Radiologist reasonable notice and opportunity to comment, or provide written recommendations, before taking action that would materially change or alter the space, equipment, Hospital Services or supplies which the District covenants to provide pursuant to subdivisions (a), (b), (c) and (e) of this Section 2.01.

(g) Exclusive Agreement: District agrees that, so long as Radiologist is not in breach of his obligations under this Agreement, he shall have the exclusive right to perform the services required by this Agreement at the Hospital.

2.02. **Covenants of Radiologist**. The Radiologist shall:

(a) Staff Membership: During the term of this Agreement, maintain his membership on the Hospital's Active Medical Staff and privileges appropriate for the clinical and anatomical Radiology services he is required to provide pursuant to this Agreement, and abide by the Hospital's Medical Staff By-Laws, participate actively in Medical Staff functions, and contribute to the overall well being of the Medical Staff.

(b) Responsibility: Have authority and responsibility for the operation and administration of the Department with respect to the provision of Radiology and related services for the care of Hospital's patients, subject to the District's superior authority and responsibility for the operation and administration of the Department as set forth in this Agreement and by law. Radiologist shall be or designate the Radiation Safety Officer and shall be the Custodian of Sealed Sources and all other materials that require licensure.

(c) Operational and Administrative Services: Provide professional services for operation and administration of, and only within the scope of, the clinical and anatomic Radiology services provided by the Department, which operational and administrative services shall include, but not necessarily be limited to, making all reasonable efforts to:

1. Perform those duties set forth in *Title XXII and Medicare's Conditions of Participation*.
2. Assure that tests, examinations, and procedures are properly performed, recorded, and reported.
3. Interact with members of the medical staff regarding issues of Department operations, quality, and test/procedure availability.
4. Design protocols and establish parameters for performance of clinical testing.
5. Recommend appropriate follow-up diagnostic tests when appropriate
6. Supervise Department personnel in their performance of tests, procedures, recording, and reporting functions.
7. Select, evaluate, and validate test methodologies and control procedures.
8. Direct, supervise or perform and evaluate quality assurance.

9. Evaluate clinical Department data and establish, implement, and maintain a process for review of test results prior to issuance of patient reports.
10. Make all reasonable efforts to assure the Department is operated and administered in compliance with California licensure, federal Medicare, and other applicable law, and applicable accreditation standards including, but not limited to, standards of the Joint Commission on Accreditation of Healthcare Organizations.
11. Assure that physical facilities, including space and the Department physical environment, are appropriate and include appropriate environmental safety mechanisms.
12. Assure that the Department is staffed by an adequate number of personnel who are qualified and competent.
13. Determine and specify in writing which tests and other procedures each Department staff member is qualified and authorized to perform, and the level of supervision warranted for each test and other procedure.
14. Establish, implement, and maintain quality control and quality improvement programs in the Department.
15. Assure that appropriate policies and procedures for Department operations and personnel monitoring, evaluation, and remedial training, if needed, are developed and implemented.
16. Assure that appropriate training and continuing education are provided for Department personnel within the Board's determination of District resources available for such purpose.

(d) Professional Work: Perform the medical professional work of the Department, himself or, in the alternative employ licensed Radiologists who have been granted appropriate clinical privileges in accordance with the Hospital's Medical Staff By-Laws. Train and orient to the department said alternative Radiologists.

(e) Procedures: Be responsible to see that all procedures designated above, and all other procedures requiring a Radiologic license, shall be performed only under the supervision of a licensed and qualified Radiologist. Radiologist shall be responsible to see that any necessary procedure, which, for any reason, is not performed by the Department, is promptly referred to another clinical Department.

(f) Insurance: Carry professional liability insurance in such amounts as may be required, from time to time, by the Medical Staff Bylaws. Certificates of such insurance shall be furnished to the Hospital Administrator and shall provide for notification ten (10) days prior to cancellation thereof.

(g) Coverage: Assure that a Radiologist is on call and willing to respond in person if necessary; telephonically or via tele-radiography, or PACS if a physical presence is not required. The District expressly agrees that the work of the Radiologist may be done by such Radiologists as Radiologist may employ, at his sole expense, or otherwise provide so long as each such physician has received proper training, is properly licensed, and has been granted appropriate clinical privileges in accordance with the Hospital's Medical Staff By-Laws. The Radiologist shall provide other Practitioners who exercise privileges at the Hospital with such consultation as required by the Hospital's Medical Staff By-Laws, Rules and Regulations, and Hospital policies and as otherwise reasonably requested by individual practitioners for patients at the Hospital.

(h) Notice of Absence. Provide 30 days notice to Administration and the Medical Staff of any planned absences. If coverage is to be provided by a non-credentialed physician, Radiologist will submit, or cause to be submitted, a proper and complete application for Medical Staff Privileges to the Medical Staff Office 30 days prior to the absence for said physician to acquire appropriate privileges.

(i) Access to Books and Records: Provide access to his books and records that are necessary to certify the nature and extent of Radiologist's costs to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or his duly authorized representatives, until the expiration of four years after the furnishing of services under this Agreement. Access granted by this subdivision 2.02(h) is limited to that required by Section 952 of the Omnibus Reconciliation Act of 1980, Public Law 96-499, Section 1861 (v)(1)(I) of the Social Security Act, and regulations issued hereunder. This access provision shall be of no force and effect if regulations issued by HHS do not require Radiologist to provide such access or if the regulations so issued are found to be legally invalid.

(j) Cooperation: In providing the services required by this Agreement, Radiologist shall cooperate with the District, the Hospital staff, and the members of the Medical Staff to maintain the integrity of the Hospital and to achieve the Hospital's and Department's mission and operational goals. Radiologist shall advise District management regarding all aspects of Department operations to assure high quality, cost effective, customer-oriented service.

2.03. Medicare Allocation and Time Records.

(a) District and Radiologist agree to maintain a written allocation agreement in accordance with the applicable Medicare regulations in effect specifying reasonable estimates of the time Radiologist will spend in rendering:

1. Services to the District, which are reimbursable by Part A of Medicare;
2. Professional services to patients of the District which are reimbursable by Part B of Medicare; and,
3. Services, which are not reimbursable by Medicare.

(b) Radiologist agrees to maintain adequate time records in order to substantiate the aforementioned allocation agreement. Maintenance of said time records shall not imply any employer/employee relationship between District and Radiologist.

(c) Radiologist shall provide written notice to District whenever the time records maintained in connection with any allocation agreement fail to substantiate, or appear to fail to substantiate, the allocations made in such an agreement. As soon as practicable after notice has been provided by Radiologist the parties shall execute, or cause to be executed, a new allocation agreement that reflects the actual time records.

2.04. **Licensure and Certification.** District shall be responsible, along with Radiologist, for matters relating to licensing of the Department under State law and its accreditation by the Joint Commission and by the American College of Radiology. Radiologist shall direct the Department and perform professional Radiology services in accordance with District Bylaws, the Medical Staff Bylaws, Rules and Regulations, and the standards established by the Executive Committee of the Medical Staff. In addition, Radiologist and District shall operate the Department in accordance with the standards established by the California State Department of Health Services, the Joint Commission on Accreditation of Health Care Organizations (JCAHO), the HHS, and all other governmental laws and authorities relating to licensure and practice of Radiology in hospitals.

III

BILLING AND COMPENSATION

3.01. **Compensation to Radiologist for Administrative, Supervisor, Teaching and Other Services.** District shall pay Radiologist \$2,000 a month for Radiologist's administrative, supervisory, teaching and other services reasonably required for the orderly, timely and cost-effective operation of the Department. Payment of this monthly fee shall be made on or before the fifteenth day of the month following the month in which the Radiologist's services are rendered.

3.02. **Service Charges.**

(a) District shall prepare a schedule of District charges for the services of the Department, which may be modified from time to time.

(b) Radiologist shall prepare a schedule of professional fees for services of the Radiology Department, which shall be in general accord with usual and customary local fees for comparable services, but which also shall be subject to the discounts and other accommodations

to which District may agree pursuant to its contracts and other arrangements with third party payers. Said schedule for professional fees is attached as Exhibit A hereto and is incorporated by reference into this Agreement. The schedule for professional fees may be altered by Radiologist upon thirty (30) days' written notice to District, subject to District approval.

3.03. Billing and Compensation for Professional Services.

(a) Radiologist shall bill and collect for Radiology services provided to Hospital inpatients and outpatients pursuant to this Agreement in accordance with the fee schedule in Exhibit A, and agrees that such collections shall be Radiologist's sole compensation for such professional services. To assist Radiologist in billing patients District shall do the following:

1. Distribute to each patient receiving Radiology Services materials provided by Radiologist describing the separate billing arrangement;
2. Assist Radiologist in obtaining patient's signature on assignments of insurance benefits and other similar forms, which Radiologist may provide to District;
3. Provide Radiologist with appropriate access to face sheet information, either in hard copy or electronic form; and,
4. Provide Radiologist with transcription services necessary for the provision of professional services provided in the Service.

(b) Radiologist shall bill and collect for professional services in compliance with applicable laws, customary professional practices, and the Medicare and MediCal Programs, and other third-party payer programs, whether public or private.

(c) Radiologist shall, at District's request, make periodic accountings to the District of billings and collections, which identify patients, services, and fees. District shall request such information from Radiologist only to the extent necessary to comply with an inquiry concerning services provided by Radiologist to a particular patient or patients.

(d) Should Radiologist place a billing clerk at the Hospital, Radiologist shall compensate District for the costs of copying, computer access and any other such services utilized by billing clerk.

(e) District shall have reasonable access to Radiologist's records in order to assure Radiologist's compliance with this Agreement, subject to compliance with applicable law regarding the confidentiality of medical records and only to the extent reasonably necessary to assure Radiologist's compliance with applicable law regarding the confidentiality of medical records and only to the extent reasonably necessary to assure Radiologist's compliance with this Agreement.

(f) Radiologist shall promptly correct any billing errors documented by District.

(g) Radiologist shall accept Medi-Cal patients, and assignments with respect to services provided to Medicare beneficiaries.

IV
GENERAL PROVISIONS

4.01. **Intent and Construction.** Nothing in this Agreement is intended to require, or shall be construed as requiring, the District to do any act or adopt any course of action which the District Board, either directly or through its lawful designee, determines to be not in the best interests of the District or the Hospital.

4.02. **Independent Contractor.** In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Radiologist is at all times acting and performing as an independent contractor practicing his profession of medicine and specializing in Radiology. District shall neither have nor exercise any control or direction over the methods by which Radiologist shall perform his work and function; the sole interest and responsibility of District being to assure that the services covered by this Agreement are performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Radiologist shall be determined by the medical staff of the Hospital. All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals and to the operation of the Department shall be fully complied with by all parties hereto.

4.03. **Records.** The originals of all medical records prepared by Radiologist shall be the property of District and shall be retained at the Hospital premises. Radiologist shall have access to and may photocopy relevant documents and records upon reasonable notice. All charts shall be duly posted in a timely manner.

4.04. **Assignment.** Except as expressly provided in subdivisions (d), (e), and (g) of Section 2.02 above, nothing in this Agreement shall be construed to permit assignment by Radiologist of any rights or duties under this Agreement. Such assignment is expressly prohibited without the written consent of the District.

4.05. **Term of Agreement.** Except as set forth in Section 4.06, this Agreement shall remain in full force and effect for a term of thirty-six months commencing October 1, 2007 ending September 30, 2010.

4.06. **Termination**

(a) Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other. District may terminate this Agreement and all rights of Radiologist hereunder, immediately and without notice upon the occurrence of any of the following events:

1. Upon determination by the Board, following a recommendation of the Executive Committee of the Hospital's Medical Staff before which Executive Committee Radiologist shall be given an opportunity to appear and be heard, that Radiologist has not performed in a medically professional manner, or that Radiologist has failed to satisfactorily maintain and operate the Department in a manner consistent with reasonable legal and medical standards established for the operations of such Departments, all to such effect that the termination of this Agreement would be in the best interests of the District. Prior to any Board action, Radiologist shall be given the opportunity to meet with the Executive Committee to discuss any alleged defaults or defects. If it is determined by the Executive Committee that the alleged defaults or defects are curable, Radiologist shall be given a reasonable time to cure such defaults or defects excluding a willful violation of Section 16 (g). Hearings and determinations

occurring pursuant to this subdivision shall not constitute, and shall not be subject to the requirements of, a procedural rights hearing as provided by the Hospital's Medical Staff By-Laws.

2. The appointment of a receiver of Radiologist's assets, an assignment by Radiologist for the benefit of his creditors, or any adjudication of the Radiologist as a bankrupt or insolvent.

3. Closure of the Hospital.

4.07. **Integration and Modification.** This is the entire Agreement of the parties. Any modification of this Agreement may only be made in a writing signed by both parties.

4.08. **Severability.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

4.09. **Binding on Successors.** Subject to the restrictions against transfer or assignment set forth above, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, legatees, agents, trustees, conservators, and personal representatives of the parties, and all persons claiming by, through, or under them.

4.10. **Waiver.** The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition. A party's subsequent acceptance of performance by the other shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition of this Agreement, regardless of knowledge of such preceding breach at the time of acceptance of such performance.

4.11. **Notice.** Any notice required or permitted to be given hereunder shall be written, and may be delivered personally to the addressee or sent to it by United States mail, first class postage prepaid, and addressed to each of the parties at the following respective addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

HOSPITAL
Administrator
Northern Inyo Hospital
150 Pioneer Lane
Bishop, California 93514

RADIOLOGIST
John W. Nesson, M.D.
P.O. Box 100, PMB 359
Mammoth Lakes, CA 93546

Notice shall be effective on the third day after mailing.

4.12. **Attorney's Fees.** If any litigation or proceeding is commenced between the parties to this Agreement, concerning this Agreement and/or the rights and duties of either party in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to such other relief granted, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the Court in that litigation or in a separate action brought for that purpose.

4.13. **Gender and Number.** In the construction of this Agreement the gender shall include the feminine and neuter, and the singular the plural, and *vice versa*, as the context may indicate.

4.14. **Mutual Preparation.** Preparation of this Agreement shall be deemed to have been by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Bishop, California, on the day, month and year first above stated.

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

By: _____
PETER WATERCOTT, President
District Board of Directors

RADIOLOGIST

By: _____
JOHN W NESSON, MD

Exhibit "A"

CODE	DESCRIPTION	CHARGE
HEAD & NECK		
70010	POSTERIOR FOSSA MYLEOGRAM	144.00
70030	EYE	71.00
70100	MANDIBLE PARTIAL - (Less than 4 views)	31.00
70110	MANDIBLE COMPLETE - (Min. of 4 views)	47.00
70120	MASTOIDS LIMITED - (Less than 3 views/side)	31.00
70130	MASTOIDS COMPLETE - (Min of 3 views/side)	57.00
70140	FACIAL BONES - (Less than 3 views)	34.00
70150	FACIAL BONES COMPLETE - (Min. of 4 views)	50.00
70160	NASAL BONES COMPLETE - (Min. of 3 views)	32.00
70170	NASOLACRIMAL DUCT DACRYOCYSTOGRAPHY	46.00
70190	OPTIC FORAMINA	41.00
70200	ORBITS COMPLETE - (Min. of 3 views)	48.00
70210	PARANASAL SINUSES LIMITED - (Less than 3 views)	28.00
70220	PARANASAL SINUSES COMPLETE - (Min. of 3 views)	48.00
70240	SELLA TURCICA	28.00
70250	SKULL LIMITED - (Less than 4 views)	31.00
70260	SKULL COMPLETE - (Min. of 4 views)	54.00
70300	TEETH - SINGLE VIEW	12.00
70310	TEETH LIMITED - LESS THAN FULL MOUTH	17.00
70320	TEETH COMPLETE - FULL MOUTH	29.00
70328	TMJ OPEN & CLOSED MOUTH * *Unilateral*	25.00
70330	TM JOINTS* *Bilateral*	44.00
70360	NECK FOR SOFT TISSUES	25.00
70373	LARYNGOGRAM	102.00
70380	SALIVARY GLAND FOR CALCULUS	31.00
70390	SIALOGRAPHY	47.00
CHEST		
71010	CHEST 1 VIEW - FRONTAL	22.00
71020	CHEST 2 VIEWS - FRONTAL & LATERAL	31.00
71021	CHEST W/APICAL LORDOTIC PROCEDURE	32.00
71022	CHEST W/OBLIQUES PROJECTIONS	37.00
71023	CHEST W/FLUOROSCOPY	42.00
71030	CHEST COMPLETE	40.00
71035	CHEST SPECIAL VIEWS (LATERAL DECUBITIS, BUCKY STUDIES)	44.00
71040	BRONCHOGRAPHY *Unilateral*	61.00
71060	BRONCHOGRAPHY *Bilateral*	89.00
71100	RIBS* *Unilateral* 2 VIEWS	34.00
71101	RIBS & PA CHEST* *Unilateral* - (Min. of 3 views)	56.00
71110	RIBS* *Bilateral* 3 VIEWS	47.00
71111	RIBS & PA CHEST* *Bilateral* - (Min. of 4 views)	66.00
71120	STERNUM - (Min. of 2 views)	31.00
71130	STERNOCLAVICULAR JOINTS - (Min. of 3 views)	31.00

CODE	DESCRIPTION	CHARGE
SPINE & PELVIS		
72010	SPINE ENTIRE, SURVEY STUDY AP&LAT	77.00
72020	SPINE SINGLE VIEW - SPECIFY LEVEL	22.00
72040	CERVICAL SPINE - (2 or 3 views)	31.00
72050	CERVICAL SPINE - (Min. of 4 views)	46.00
72052	CERVICAL SPINE COMPLETE INCLUDING OBLIQUE & FLEXION &/OR EXTENSION	58.00
72070	THORACIC SPINE - (2 views)	34.00
72072	THORACIC SPINE - (3 views)	38.00
72074	THORACIC SPINE - (Min. of 4 views)	30.00
72080	THORACOLUMBAR - (2 views)	34.00
72090	SCOLIOSIS STUDY INCLUDING SUPINE & ERECT STUDIES	35.00
72100	LUMBOSACRAL SPINE - (2 or 3 views)	35.00
72110	LUMBOSACRAL COMPLETE - (Min. of 4 views)	54.00
72114	LUMBOSACRAL COMPLETE W/ BENDING VIEWS	74.00
72120	LUMBOSACRAL BENDING VIEWS ONLY - (Min. of 4 views)	36.00
72170	PELVIS - (1 or 2 views)	28.00
72190	PELVIS COMPLETE - (Min. of 3 views)	36.00
72200	SACROILIAC JOINTS (Less than 3 views)	20.00
72202	SACROILIAC JOINTS (3 or more views)	37.00
72220	SACRUM & COCCYX - (Min. of 2 views)	34.00
72240	MYELOGRAM CERVICAL	143.00
72255	MYELOGRAM THORACIC	138.00
72265	MYELOGRAM LUMBAR	132.00
72275	EPIDUROGRAPHY	45.00
UPPER EXTREMITIES		
73000	CLAVICLE COMPLETE	28.00
73010	SCAPULA COMPLETE	31.00
73020	SHOULDER 1 VIEW	25.00
73030	SHOULDER COMPLETE - (Min. of 2 views)	31.00
73030	SHOULDER POST REDUCTION	13.00
70340	ARTHROGRAM SHOULDER	200.00
73050	AC JOINTS* *Bilateral* - W/ OR W/O WEIGHTED DISTRACTION	34.00
73060	HUMERUS - (Min. of 2 views)	28.00
73070	ELBOW - (2 views)	26.00
73080	ELBOW COMPLETE - (Min. of 3 views)	31.00
73080	ELBOW POST REDUCTION	18.00
73090	FOREARM - (2 views)	28.00
73090	FOREARM POST REDUCTION	14.00
73092	UPPER EXTREMITY - INFANT	65.00
73100	WRIST - (2 views)	26.00
73110	WRIST COMPLETE - (Min. of 3 views)	31.00
73110	WRIST POST REDUCTION	14.00
73115	ARTHROGRAM WRIST	200.00
73120	HAND 2 VIEWS	26.00

CODE	DESCRIPTION	CHARGE
UPPER EXTREMITIES (cont'd.)		
		31.00
73130	HAND - (Min. of 3 views)	18.00
73130	HAND POST REDUCTION	22.00
73140	FINGER(S) - (Min. of 2 views)	12.00
73140	FINGER, POST REDUCTION	
LOWER EXTREMITIES		
73500	HIP* *Unilateral* 1 VIEW	28.00
73510	HIP* *Unilateral* COMPLETE - (Min. of 2 views)	34.00
73510	HIP POST REDUCTION	28.00
73520	HIPS* *Bilateral* (Min. of 2 views of each hip)	46.00
73530	HIP DURING OPERATIVE PROCEDURE	54.00
73540	PELVIS & HIPS INFANT OR CHILD - (Min. of 2 views)	34.00
73550	FEMUR - (2 views)	31.00
73560	KNEE 1 OR 2 VIEWS	25.00
73562	KNEE 3 VIEWS	29.00
73564	KNEE COMPLETE (4 or more views)	33.00
73564	KNEE POST REDUCTION	16.00
73580	ARTHROGRAM KNEE	94.00
73590	ARTHROGRAM KNEE	28.00
73590	TIBIA & FIBULA (2 views)	19.00
73590	TIBIA & FIBULA POST REDUCTION	20.00
73592	TIBIA & FIBULA LOWER EXTREMITY INFANT - (Min. of 2 views)	25.00
73600	ANKLE - (2 views)	31.00
73610	ANKLE COMPLETE - (Min. of 3 views)	18.00
73610	ANKLE POST REDUCTION	94.00
73615	ARTHROGRAM ANKLE	22.00
73620	FOOT - (2 views)	29.00
73630	FOOT COMPLETE - (Min. of 3 views)	17.00
73630	FOOT POST REDUCTION	25.00
73650	CALCANEUS - (Min. of 2 views) OS (CALCIS HEEL)	17.00
73650	HEEL POST REDUCTION	21.00
73660	TOE(S) - (Min. of 2 views)	11.00
73660	TOES POST REDUCTION	
ABDOMEN		
74000	ABDOMEN SINGLE AP VIEW	23.00
74010	ABDOMEN AP & ADDITIONAL OBLIQUE & CONE VIEWS	32.00
74020	ABDOMEN COMPLETE INCLUDING DECUBITIS &/OR ERECT	39.00
74200	ABDOMEN COMPLETE ACUTE ABDOMEN SERIES, INCLUDING SUPINE, ERECT, &/OR DECUBITIS VIEWS, UPRIGHT PA CHEST	54.00
74190	PERITONEOGRAM AIR OR CONTRAST	50.00
G.I.		
74210	PHARYNX &/OR CERVICAL ESOPHAGUS	53.00
74220	ESOPHAGUS	38.00
74230	PHARYNX &/OR W/ CINERADIOGRAPHY &/OR VIDEO	61.00
74235	REMOVAL OF FOREIGN BODY(S) ESOPHAGEAL W/ USE OF BALLOON CATHETER	130.00

CODE	DESCRIPTION	CHARGE
G.I. (cont'd.)		
74240	UGI W/O KUB	141.00
74241	UGI W/ KUB	87.00
74245	UGI W/ SMALL BOWEL INCLUDING MULTIPLE SERIAL FILMS	108.00
74246	UGI AIR CONTRAST W/O KUB	87.00
74247	UGI SIR CONTRAST W/ KUB	100.00
74250	SMALL BOWEL SERIES INCLUDING MULTIPLE SERIAL FILMS	71.00
74260	DUODENOGRAPHY HYPOTONIC	108.00
74270	BARIUM ENEMA COLON	94.00
74280	BARIUM ENEMA W/ AIR CONTRAST	113.00
74290	CHOLECYSTOGRAPHY ORAL	50.00
74291	CHOLECYSTOGRAPHY ORAL REPEAT OR MULTIPLE DAY EXAMINATION	32.00
74300	CHOLANGIOGRAPHY &/OR PANCREATOGRAPHY INTRAOPERATIVE	39.00
74301	CHOLANGIOGRAPHY &/OR PANCREATOGRAPHY ADDITIONAL SET INTRAOPERATIVE (ADD ON CODE)	25.00
74305	CHOLANGIOGRAPHY &/OR PANCREATOGRAPHY POSTOPERATIVE	58.00
74320	CHOLANGIOGRAPHY PERCUTANEOUS, TRANSHEPATIC	99.00
74327	POSTOPERATIVE BILIARY DUCT STONE REMOVAL, PERCUTANEOUS VIA T-TUBE TRACT, BASKET OR SNARE	119.00
74328	E.R.C.P. BILIARY DUCT SYSTEM	53.00
74329	E.R.C.P. PANCREATIC DUCT SYSTEM	53.00
74330	E.R.C.P. BILIARY & PANCREAS	53.00
74340	DOBHOF CATHETER PLACEMENT INCLUDING MULTIPLE FLUOROSCOPIES & FILMS	58.00
74350	PERCUTANEOUS PLACEMENT - GASTROSTOMY TUBE	80.00
74355	PERCUTANEOUS PLACEMENT - ENTEROCLYSIS TUBE	86.00
74360	DILATATION OF STRICTURES &/OR OBSTRUCTIONS	108.00
74363	PERCUTANEOUS TRANSHEPATIC DILATION OF BILIARY DUCT STRICTURE W/ OR W/O PLACEMENT OF STENT	119.00
URINARY TRACT		
74400	UROGRAPHY (IVP)	68.00
74410	UROGRAPHY INFUSION DRIP TECHNIQUE &/OR BOLUS TECHNIQUE	68.00
74415	UROGRAPHY W/ NEPHROTOMOGRAPHY	150.00
74420	UROGRAPHY RETROGRADE W/ OR W/O KUB	57.00
74425	UROGRAPHY ANTEGRADE (PYELOGRAM, NEPHROSTOGRAM, LOPOGRAM)	47.00
74430	CYSTOGRAPHY - (Min. of 3 views)	47.00
74450	URETHROCYSTOGRAPHY RETROGRADE	48.00
74455	URETHROCYSTOGRAPHY VOIDING	66.00
74470	RENAL CYST STUDY, TRANSUMBILIC, CONTRAST VISUALIZATION	72.00
74475	NEPHROSTOMY - INTRODUCTION OF INTRACATHETER OR CATHETER INTO RENAL PELVIS FOR DRAINAGE &/OR INJECTION PERCUTANEOUS	72.00
74480	URETERAL CATHETER OR STENT INTO URETER THROUGH RENAL PELVIS FOR DRAINAGE &/OR INJECTION	72.00
74485	DILATION OF NEPHROSTOMY, URETERS OR URETHRA	72.00

CODE	DESCRIPTION	CHARGE
FEMALE GENITAL TRACT		
74710	PELVIMETRY W/ OR W/O PLACENTAL LOCALIZATION	55.00
74740	HYSTEOSALPINGOGRAM	58.00
58340	INJECTION PROCEDURE HYSTEOSALPINGOGRAM	113.00
MISCELLANEOUS		
76000	FLOUROSCOPY SEPARATE PROCEDURE UP TO 1 HOUR PHYSICIAN TIME OTHER THAN 71023 OR 71034	23.00
76001	FLOUROSCOPY PHYSICIAN TIME MORE THAN 1 HOUR ASSISTINE NON-RADIOLOGIST	94.00
76003	FLOUROSCOPIC GUIDANCE FOR NEEDLE PLACEMENT (E.G. BIOPSY, ASPIRATION, INJECTION, LOCALIZATION DEVICE)	77.00
76005	FLOUROSCOPIC GUIDANCE & LOCALIZATION OF NEEDLE OR CATHETER TIP FOR SPINE OR PARASPINOUS DIAGNOSTIC OR THERAPEUTIC INJ.	125.00
76010	FOREIGN BODY NOSE TO RECTUM SINGLE VIEW CHILD	23.00
76020	BONE AGE STUDY	31.00
76040	BONE LENGTH STUDIES (SCANOGRAM)	48.00
76061	BONE SURVEY LIMITED	50.00
76062	BONE SURVEY COMPLETE - AXIAL & APPENDICULAR SKELETON	61.00
76065	BONE SURVEY COMPLETE	42.00
76080	SINOGRAM (FISTULOGRAM) ABSCESS, FISTULA OR SINUS TRACT	67.00
76100	TOMOGRAPHY SINGLE PLAINE	21.00
76101	TOMOGRAPHY COMPLEX MOTIOIN - BODY SECTION OTHER THAN W/ UROGRAPHY - *Unilateral*	77.00
76120	CINERADIOGRAPHY EXCEPT WHERE SPECIFICALLY INCLUDED	64.00
76125	CINERADIOGRAPHY TO COMPLIMENT ROUTINE EXAMINATION	37.00
76150	XERORADIOGRAPHY (TO BE USED FOR NON-MAMMOGRAPHIC STUDIES ONLY)	19.00
76499	BILIARY INTERNAL STENT	119.00

MAMMOGRAM		
76086	MAMMARY DUCTOGRAM SINGLE DUCT	55.00
19030	INJECTION DUCTOGRAM MAMMARY	162.00
76088	DUCTOGRAM MAMMARY - MULTIPLE DUCTS	83.00
76090	MAMMOGRAM* *Unilateral*	30.00
76090	MAMMOGRAM ADDITIONAL VIEWS (MAG. VIEWS)	20.00
76091	MAMMOGRAM* *Bilateral* W/ OR W/O IMPLANTS	56.00
76092	SCREENING MAMMOGRAM W/ OR W/O IMPLANTS	30.00
76092	SCREENING MAMMOGRAM* *Unilateral*	20.00
76095	STEREOTACTIC LOCALIZATION FOR BREAST BIOPST OR NEEDLE PLACEMENT - EACH LESION (I.E. WIRE LOCALIZATION OR FOR INJECTION)	180.00
76096	MAMMOGRAPHIC GUIDANCE FOR NEEDLE PLACEMENT (BREAST LOCALIZATION)	100.00
19100	BIOPSY BREAST PERCUTANEOUS NEEDLE CORE NOT USING IMAGING GUIDANCE	313.00
19290	PREOPERATIVE PLACEMENT NEEDLE LOCALIZATION	102.00
19291	PREOPERATIVE PLACEMENT NEEDLE PLCALIZATION - EACH ADDTL.	71.00
19295	IMAGE GUIDED PLACEMENT METALLIC LOCALIZATION CLIP PERCUTANEOUS DURING BREAST BIOPSY (USE W/ 19102)	100.00

CODE	DESCRIPTION	CHARGE
MAMMOGRAM (cont'd.)		
76098	SURGICAL SPECIMEN RADIOLOGICAL EXAM	21.00
ULTRASOUND		
HEAD & NECK		
76506	HEAD	100.00
76536	SOFT TISSUE OF HEAD OR NECK (THYROID, PARATHYROID, PAROTID)	100.00
CHEST		
76604	CHEST	100.00
93307	ECHOCARDIOGRAM COMPLETE	140.00
93308	ECHOGRADIOGRAM FOLLOW-UP OR LIMITED	100.00
96645	BREAST(S) *Unilateral* OR *Bilateral*	87.00
76999	PERICARDIAL EFFUSIOIN	58.00
ABDOMEN & RETROPERITONEUM		
76700	ABDOMEN	100.00
76705	ABDOMEN LIMITED (SINGLE ORGAN, QUADRANT, FOLLOW-UP)	75.00
76770	RETROPERITONEAL (RENAL, AORTA, NODES)	100.00
76775	RETROPERITONEAL LIMITED	50.00
76800	SPINAL CANAL & CONTENTS	100.00
PELVIS		
76805	ECHOGRAPHY PREGNANT UTERUS (COMPLETE FETAL & MATERNAL EVALUATION)	150.00
76810	ECHOGRAPHY PREGNANCY UTERUS COMPLETE (COMPLETE FETAL & MATERNAL EVALUATION) MULTIPLE GESTATION AFTER 1 st TRI-MESTER	150.00
76815	OB LIMITED (HEART BEAT, PLACENTAL LOCATICATION, FETAL SIZE OR POSITION)	100.00
76816	OB FOLLOW-UP OR REPEAT	75.00
76818	FETAL BIOPHYSICAL PROFILE W/ NON-STRESS TESTING	80.00
76819	FETAL BIOPHYSICAL PROFILE W/O STRESS OR NON-STRESS TESTING	75.00
76825	FETAL, CARDIOVASCULAR SYSTEM	100.00
76828	FETAL, FOLLOW-UP OR REPEAT	200.00
76827	DOPPLER FETAL CARDIOVASCULAR SYSTEM, PULSED WAVE &/OR CONT. WAVE W/ SPECTRAL DISPLAY	150.00
76830	TRANSVAGINAL	100.00
76856	PELVIS COMPLETE NON-OBSTETRIC	100.00
76857	PELVIS LIMITED OR FOLLOW-UP NON-OBSTETRIC	50.00
GENITALIA		
76870	SCROTUM & CONTENTS	100.00
76872	TRANSRECTAL	100.00
76873	PROSTATE VOLUME	200.00
76880	EXTREMITY NON-VASCULAR	100.00
ULTRASOUND GUIDANCE		
76930	PERIOCARDIOCENTSIS IMAGING	80.00
76936	COMPRESSION REPAIR OF ARTERIAL PSEUDO-ANEURYSM OR ARTERIOVENOUS FISTULAE	225.00
76938	CYST ANY LOCATION OR RENAL PELVIS ASPIRATION	114.00

CODE	DESCRIPTION	CHARGE
ULTRASOUND (cont'd)		
ULTRASOUND GUIDANCE (cont'd)		
76942	NEEDLE PLACEMENT (BIOPSY, ASPIRATION, INJECTION, LOCALIZATION DEVICE)	114.00
76946	GUIDANCE RADIATION FOR AMNIOCENTESIS IMAGING	127.00
76960	GUIDANCE RADIATION THERAPY FIELDS	115.00
76965	GUIDANCE INTERSTITIAL RADIOELEMENT APPLICATION	1,215.00
76986	ECHOGRAPHY INTRAOPERATIVE	250.00
76999	LIVER CRYOSURGERY	3,500.00
CEREBROVASCULAR ARTERIAL STUDIES		
93880	DUPLEX SCAN OF EXTRACRANIAL ARTEREIES COMPLETE * Bilateral	146.00
93882	DUPLEX SCAN OF EXTRACRANIAL ARTEREIES COMPLETE * Limited OR Unilateral	50.00
93886	TRANSCRANIAL DOPPLER STUDY OF THE INTRACRANIAL ARTERIES COMPLETE	380.00
93888	TRANSCRANIAL DOPPLER STUDY OF THE INTRACRANIAL ARTEREIS LIMITED	75.00
EXTREMITY ARTERIAL STUDIES		
93922	SEGMENTAL BLOOD PRESSURE MEASUREMENTS UPPER OR LOWER EXTREMITY ARTERIES, SINGLE LEVEL * *Bilateral*	75.00
93925	DUPLEX SCAN LOWER EXTREMITY ARTERIES OR ARTERIAL BYPASS GRAFTS COMPLETE * Bilateral	85.00
93926	DUPLEX SCAN LOWER EXTREMITY ARTERIES - *Unilateral OR LIMITED STUDY	60.00
93930	DUPLEX SCAN UPPER EXTREMITY ARTERIES OR ARTERIAL BYPASS GRAFTS COMPLETE * Bilateral	85.00
93931	DUPLEX SCAN UPPER EXTREMITY ARTERIES - *Unilateral OR LIMITED STUDY	60.00
EXTREMITY VEIN STUDIES		
93970	DUPLEX SCAN EXTREMITY VEINS INCLUDING RESPONSES TO COMPRESSION * Complete or Bilateral	85.00
93971	DUPLEX SCAN EXTREMITY VEINS INCLUDING RESPONSES TO COMPRESSION * Limited or Unilateral	70.00
VISCERAL AND PENILE VASCULAR STUDIES		
93975	DUPLEX SCAN ARTERIAL INFLOW & VENOUS OUTFLOW ABDOMINAL, PELVIC &/OR RETROPERITONEAL ORGANS - COMPLETE STUDY	100.00
93976	DUPLEX SCAN ARTERIAL INFLOW & VENOUS OUTFLOW ABDOMINAL, PELVIC &/OR RETROPERITONEAL ORGANS - LIMITED STUDY	85.00
93978	DUPLEX SCAN OR AORTA INFERIOR VENA CAVA, ILIAC VASCULATURE, OR BYPASS GRAFTS - COMPLETE STUDY	85.00
93979	DUPLEX SCAN OR AORTA INFERIOR VENA CAVA, ILIAC VASCULATURE, OR BYPASS GRAFTS - LIMITED STUDY	60.00
93980	DUPLEX SCAN ARTERIAL INFLOW & VENUS OUTFLOW OF PENILE VESSELS - COMPLETE STUDY	200.00
93981	DUPLEX SCAN ARTERIAL INFLOW & VENUS OUTFLOW OF PENILE VESSELS - LIMITED STUDY	75.00
EXTREMITY ARTERIAL-VEIN STUDIES		
93990	DUPLEX SCAN HEMODIALYSIS ACCESS	200.00

CODE	DESCRIPTION	CHARGE
NUCLEAR MEDICINE		
ENDOCRINE SYSTEM		
78000	THYROID UPTAKE, SINGLE	31.00
78001	THYROID UPTAKE, MULTIPLE	44.00
78003	THYROID UPTAKE SUPPRESSION	44.00
78006	THYROID UPTAKE & SCAN, SINGLE (24 HR)	78.00
78007	THYROID UPTAKE & SCAN, MULTIPLE (6 & 24 HR)	89.00
78010	THYROID SCAN	55.00
78015	THYROID IMAGING - METS SCAN (NECK & CHEST ONLY)	85.00
78016	THYROID ADDITIONAL BODY PARTS	114.00
78018	THYROID IMAGING WHOLE BODY (USE W/ 78020)	117.00
78020	THYROID METASTASES SCAN WHOLE BODY I-131 (USE W/ 78018)	75.00
78070	PARATHYROID SCAN	55.00
HEMOPHATIC & LYMPHATIC		
78102	BONE MARROW IMAGING LIMITED	84.00
78111	BLOOD OR PLASMA VOLUME MULTIPLE	53.00
78121	RBC MASS MULTIPLE SAMPLING	76.00
78130	RED CELL SURVIVAL STUDY	94.00
78135	RED CELL+SPLENIC SEQUEST	127.00
78195	NODE MAPPING LYMPHATIC & LYMPH GLANDS	100.00
GASTROINTESTINAL SYSTEM		
78201	LIVER SCAN	99.00
78202	LIVER SCAN W/ VASCULAR FLOW TAGGED (BLOOD POOL) - HEMANGIOMA	110.00
78205	LIVER SCAN SPECT	120.00
78206	LIVER SCAN SPECT W/ VASCULAR FLOW	100.00
78215	LIVER & SPLEEN SCAN	112.00
78216	LIVER & SPLEEN W/ VASCULAR FLOW	71.00
78220	LIVER FUNCTION SCAN (PIPIDA)	114.00
78223	BILIARY (PIPIDADISIDA) IMAGING	138.00
78264	GASTRIC EMPTYING STUDY	112.00
78270	B-12 ABSORPTION (SCHILLING) W/O INTRINSIC FACTOR	41.00
78271	B-12 ABSORPTION (SCHILLING) W INTRINSIC FACTOR	55.00
78278	GI BLEEDING IMAGING (TAGGED RED CELL)	103.00
78290	BOWEL IMAGING (MECKEL'S SCAN)	99.00
78291	PERITONEAL VENOUS SHUNT PATENCY TEST	154.00
MUSCULOSKELETAL SYSTEM		
78300	BONE &/OR JOINT IMAGING - LIMITED AREA	94.00
78305	BONE IMAGING - MULTIPLE AREAS	102.00
78306	BONE IMAGING WHOLE BODY	165.00
78315	BONE SCAN 3 PHASE	174.00
78320	BONE IMAGING TOMOGRAPHIC SPECT	187.00
CARDIOVASCULAR SYSTEM		
78445	NON-CARDIAL VASCULAR FLOW	94.00

CODE	DESCRIPTION	CHARGE
NUCLEAR MEDICINE (cont'd)		
CARDIOVASCULAR SYSTEM (cont'd)		
78455	VENOUS THROMBOSIS-FIBRINOGEN	142.00
78457	VENOUS THROMBOSIS IMAGING VENOGRAM - *Unilateral*	80.00
78458	VENOUS THROMBOSIS IMAGING VENOGRAM - *Bilateral*	102.00
78459	MYOCARDIAL IMAGING (PET) POSITRON EMISSION TOMOGRAPHY - METABOLIC EVALUATION	120.00
78460	MYOCARDIAL PERFUSION AT REST OR STRESS - SINGLE	113.00
78461	MYOCARDIAL PERFUSION AT REST &/OR STRESS & REDISTRIBUTION - MULTIPLE	226.00
78464	SPECT SINGLE STUDY AT REST OR STRESS	182.00
78465	SPECT MULTIPLE STUDIES AT REST &/OR STRESS & REDISTRIBUTION &/OR REST	259.00
78466	MYOCARDIAL IMAGING (PYROPHOSPHATE)	128.00
78468	MYOCARDIAL IMAGING W/ EJECTION FRACTION BY FIRST PASS TECHNIQUE	98.00
78469	MYOCARDIAL IMAGING TOMOGRAPHIC SPECT	116.00
78472	CARDIAC BLOOD POOL IMAGING, GATED EQUILIBRIUM - SINGLE WALL MOTION STUDY PLUS EJECTION FRACTION AT REST OR STRESS (MUGA)	100.00
78496	CARDIAC BLOOD POOL IMAGING, GATED EQUILIBRIUM - SINGLE STUDY AT REST W/ RIGHT VENTRICULAR EJECTION FRACTION BY FIRST PASS TECHNIQUE (USE W/ 78472)	50.00
78473	CARDIAC BLOOD POOL IMAGING, GATED EQUILIBRIUM - MULTIPLE WALL MOTION STUDY PLUS EJECTION FRACTION AT REST OR STRESS (MUGA)	128.00
78478	MYOCARDIAL PERFUSION WALL MOTION (USE W/ 78460, 78461, 78464, 78465)	66.00
78480	MYOCARDIAL PERFUSION EJECTION FRACTION (USE W/ 78460, 78461, 78464, 78465)	65.00
78481	CARDIAC BLOOD POOL IMAGING FIRST PASS TECHNIQUE - SINGLE AT REST OR W/ STRESS	128.00
RESPIRATORY SYSTEM		
78580	PULMONARY PERFUSION LUNG SCAN	127.00
78585	PULMONARY VENTILATION & PERFUSION SCAN	167.00
78593	PULMONARY VENTILATION LUNG SCAN	112.00
78596	PULMONARY VENTILATION & PERFUSION QUANTIFICATION	173.00
NERVOUS SYSTEM		
78605	BRAIN IMAGING STATIC - COMPLETE	141.00
78606	BRAIN IMAGING STATIC & FLOW - COMPLETE	169.00
78607	BRAIN IMAGING SPECT - CERETEC	157.00
78608	PET SCAN / BRAIN IMAGING METABOLIC EVALUATION	350.00
78610	BRAIN IMAGING VASCULAR FLOW	47.00
78630	CSF FLOW (CISTERNOGRAM) - NOT INCLUDING INTRO OF MATERIAL	177.00
78645	SHUNT EVALUATION	177.00
78650	CSF LEAKAGE DETECTION & LOCALIZATION	158.00
GENITOURINARY SYSTEM		
78700	KIDNEY IMAGING STATIC	89.00
78701	KIDNEY SCAN W/ VASCULAR FLOW	131.00
78704	KIDNEY SCAN W/ FUNCTION STUDY (RENOGRAM)	165.00
78707	KIDNEY IMAGING W/ VASCULAR FLOW - W/O PHARMACOLOGICAL	215.00
78708	KIDNEY IMAGING W/ VASCULAR FLOW - W/ PHARMACOLOGICAL	215.00

CODE	DESCRIPTION	CHARGE
NUCLEAR MEDICINE (cont'd)		
GENITOURINARY SYSTEM (cont'd)		
78709	KIDNEY IMAGING WITH VASCULAR FLOWS - MULTIPLE	140.00
78761	TESTICULAR IMAGING WITH FLOW	127.00
MISCELLANEOUS STUDIES		
78800A	GALLIUM LUNG SCAN	114.00
78800	GALLIUM TUMOR LOCALIZATION LIMITED (CEA)	104.00
78801	GALLIUM TUMOR LOCALIZATION MULTIPLE AREAS	104.00
78802	GALLIUM TUMOR LOCALIZATION WHOLE (CEA)	131.00
78803	GALLIUM SCAN - SPECT	186.00
78805	INDIUM SCAN LIMITED (RADIONUCLIDE LOCAL INFLAMMATORY/CERETEC)	66.00
78806	INDIUM SCAN WHOLE (RADIONUCLIDE LOCAL INFLAMMATORY/CERETEC)	220.00
78807	INDIUM SCAN SPECT (RADIONUCLIDE LOCAL INFLAMMATORY)	300.00
78810	PET SCAN / FDG METABOLIC EVALUATION TUMOR	100.00
G0125	PET SCAN / SINGLE PULMONARY MODE	200.00
G0125	PET SCAN / STAGING METASTATIC	210.00
G0163	PET SCAN / RECURRENT METASTATIC COLORECTAL	200.00
G0164	PET SCAN / STAGING, RESTAGING LYMPHOMA	210.00
G0165	PET SCAN / RECURRING METASTATIC MELANOMA	200.00
THERAPEUTIC		
79000	I-131 HYPERTHYROIDISM TREATMENT INITIAL 10MCI	326.00
79001	I-131 SUBSEQUENT EACH	237.00
79020	THYROID SUPPRESSION INCLUDING EVALUATION	285.00
79030A	THYROID ABLATION FOR CARCINOMA 100MCI	470.00
79030	I-131 SUBSEQUENT	376.00
79035	RADIONUCLIDE THERAPY FOR METS OF	385.00
79100	POLYCYTHEMIA VERA	190.00
79200	P-32 INTRACAVITARY	284.00
79420	INTRAVASCULAR RADIOPHARMACEUTICAL	220.00

CODE	DESCRIPTION	CHARGE
MRI		
74181	ABDOMEN W/O CONTRAST	125.00
74182	ABDOMEN W/ CONTRAST	150.00
74183	ABDOMEN W & W/O CONTRAST & FURTHER SEQUENCES	200.00
76393	MR GUIDANCE FOR NEEDLE PLACEMENT (BIOPSY, NEEDLE ASPIRATION, INJECTION OR PLACEMENT OF LOCALIZATION DEVICE)	200.00
76400	BONE MARROW BLOOD SUPPLY	200.00
70551	BRAIN (INCLUDING BRAIN STEM)	225.00
70553	BRAIN W/ & W/O CONTRAST	275.00
70552	BRAIN W/ CONTRAST	225.00
75554	CARDIAC (FOR FUNCTION W/ OR W/O MORPHOLOGY) COMPLETE	200.00
75555	CARDIAC (FOR FUNCTION W/ OR W/O MORPHOLOGY) LIMITED	200.00
75552	CARDIAC (FOR MORPHOLOGY)	200.00
75556	CARDIAC (FOR VELOCITY FLOW MAPPING)	250.00
75553	CARDIAC W/ CONTRAST (FOR MORPHOLOGY)	225.00
71550	CHEST W/O CONTRAST (FOR EVALUATION OF HILAR & MEDIASTINAL LYMPHADENOPATHY)	200.00
71551	CHEST W/ CONTRAST (FOR EVALUATION OF HILAR & MEDIASTINAL LYMPHADENOPATHY)	150.00
71552	CHEST W/ & W/O CONTRAST & FURTHER SEQUENCES (FOR EVALUATION OF HILAR & MEDIASTINAL LYMPHADENOPATHY)	200.00
73718	LOWER EXTREMITY (OTHER THAN JOINT) W/O CONTRAST	100.00
73719	LOWER EXTREMITY (OTHER THAN JOINT) W/ CONTRAST	150.00
73720	LOWER EXTREMITY (OTHER THAN JOINT) W/ & W/O CONTRAST & FURTHER SEQUENCES	200.00
73721	LOWER EXTREMITY (ANY JOINT) W/O CONTRAST	150.00
73722	LOWER EXTREMITY (ANY JOINT) W/ CONTRAST	200.00
73723	LOWER EXTREMITY (ANY JOINT) W & W/O CONTRAST & FURTHER SEQUENCES	225.00
70540	ORBITS, FACE & NECK W/O CONTRAST	225.00
70542	ORBITS, FACE & NECK W/ CONTRAST	150.00
70543	ORBITS, FACE & NECK W/ & W/O CONTRAST	200.00
72195	PELVIS W/O CONTRAST	100.00
72196	PELVIS W/ CONTRAST	200.00
72197	PELVIS W/ & W/O CONTRAST & FURTHER SEQUENCES	200.00
72156	SPINAL CANAL & CONTENTS W/ & W/O CONTRAST & FURTHER SEQ. CERVICAL	300.00
72158	SPINAL CANAL & CONTENTS W/ & W/O CONTRAST & FURTHER SEQ. LUMBAR	300.00
72157	SPINAL CANAL & CONTENTS W/ & W/O CONTRAST & FURTHER SEQ. THORACIC	300.00
72141	SPINAL CANAL & CONTENTS, CERVICAL	225.00
72142	SPINAL CANAL & CONTENTS, CERVICAL W/ CONTRAST	200.00
72148	SPINAL CANAL & CONTENTS, LUMBAR	200.00
72149	SPINAL CANAL & CONTENTS, LUMBAR W/ CONTRAST	200.00
72146	SPINAL CANAL & CONTENTS, THORACIC	225.00
72147	SPINAL CANAL & CONTENTS, THORACIC W/ CONTRAST	220.00
70336	TMJ (S) UNILATERAL OR BILATERAL	600.00
73218	UPPER EXTREMITY (OTHER THAN JOINT) W/O CONTRAST	100.00
73219	UPPER EXTREMITY (OTHER THAN JOINT) W/ CONTRAST	150.00
73220	UPPER EXTREMITY (OTHER THAN JOINT) W/ & W/O CONTRAST & FURTHER SEQUENCES	200.00

CODE	DESCRIPTION	CHARGE
MRI (cont'd)		
73221	UPPER EXTREMITY (ANY JOINT) W/O CONTRAST	100.00
73222	UPPER EXTREMITY (ANY JOINT) W/ CONTRAST	150.00
73223	UPPER EXTREMITY (ANY JOINT) W/ & W/O CONTRAST	200.00
MRA		
70544	MRA HEAD W/O CONTRAST	150.00
70545	MRA HEAD W/ CONTRAST	150.00
70546	MRA HEAD W/ & W/O CONTRAST & FURTHER SEQUENCES	200.00
70547	MRA NECK W/O CONTRAST	150.00
70548	MRA NECK W/ CONTRAST	150.00
70549	MRA NECK W/ & W/O CONTRAST & FURTHER SEQUENCES	200.00
74185	MRA ABDOMEN W/ OR W/O CONTRAST	200.00
71555	MRA CHEST (EXCLUDING MYOCARDIUM) W/ OR W/O CONTRAST	200.00
73725	MRA LOWER EXTREMITY W/ OR W/O CONTRAST	200.00
72198	MRA PELVIS W/ OR W/O CONTRAST	200.00
72159	MRA SPINAL CANAL CONTENTS W/ OR W/O CONTRAST	200.00
73225	MRA UPPER EXTREMITY W/ OR W/O CONTRAST	200.00

CT		
70450	HEAD OR BRAIN - W/O CONTRAST	173.00
70460	HEAD OR BRAIN - W/ CONTRAST	185.00
70470	HEAD OR BRAIN - W/ & W/O CONTRAST	202.00
70480	ORBITS, SELLA OR IAC - W/O CONTRAST	207.00
70481	ORBITS, SELLA OR IAC - W/ CONTRAST	207.00
70482	ORBITS, SELLA OR IAC - W/ OR W/O CONTRAST	202.00
70486	MAXILLOFACIAL - W/O CONTRAST	162.00
70487	MAXILLOFACIAL - W/ CONTRAST	162.00
70488	MAXILLOFACIAL - W/ & W/O CONTRAST	162.00
70490	SOFT TISSUE NECK - W/O CONTRAST	220.00
70491	SOFT TISSUE NECK - W/ CONTRAST	220.00
70492	SOFT TISSUE NECK - W/ & W/O CONTRAST	220.00
70496	ANGIOGRAPHY HEAD - W/ & W/O CONTRAST & FURTHER SECTIONS, INCLUDING IMAGE POST-PROCESSING	200.00
70498	ANGIOGRAPHY NECK - W/ & W/O CONTRAST & FURTHER SECTIONS, INCLUDING IMAGE POST-PROCESSING	200.00
71275	ANGIOGRAPHY CHEST - W/ & W/O CONTRAST & FURTHER SECTIONS, INCLUDING IMAGE POST-PROCESSING	150.00
71250	THORAX - W/O CONTRAST	220.00
71260	THORAX - W/ CONTRAST	229.00
71270	THORAX - W/ & W/O CONTRAST	229.00
72125	CERVICAL SPINE - W/O CONTRAST	220.00
72126	CERVICAL SPINE - W/ CONTRAST	220.00
72127	CERVICAL SPINE - W/ & W/O CONTRAST	220.00

CODE	DESCRIPTION	CHARGE
CT (cont'd)		
		220.00
72128	THORACIC SPINE - W/O CONTRAST	220.00
72129	THORACIC SPINE - W/ CONTRAST	220.00
72130	THORACIC SPINE - W/ & W/O CONTRAST	101.00
72131	LUMBAR SPINE - W/O CONTRAST	265.00
72132	LUMBAR SPINE - W/ CONTRAST	265.00
72133	LUMBAR SPINE - W/ & W/O CONTRAST	150.00
72191	ANGIOGRAPHY PELVIS - W & W/O CONTRAST & FURTHER SECTIONS, INCLUDING IMAGE POST-PROCESSING	220.00
72192	PELVIS - W/O CONTRAST	220.00
72193	PELVIS - W/ CONTRAST	252.00
72194	PELVIS - W/ & W/O CONTRAST	107.00
73200	UPPER EXTREMITY - W/O CONTRAST	107.00
73201	UPPER EXTREMITY - W/ CONTRAST	220.00
73202	UPPER EXTREMITY - W/ & W/O CONTRAST	150.00
73206	ANGIOGRAPHY UPPER EXTREMITY - W/ & W/O CONTRAST & FURTHER SECTIONS, INCLUDING IMAGE POST-PROCESSING	107.00
73700	EXTREMITY LOWER - W/O CONTRAST	107.00
73701	EXTREMITY LOWER - W/ CONTRAST	150.00
73702	EXTREMITY LOWER - W/ & W/O CONTRAST	150.00
73706	ANGIOGRAPHY LOWER EXTREMITY - W/ & W/O CONTRAST & FURTHER SECTIONS, INCLUDING IMAGE POST-PROCESSING	220.00
74150	ABDOMEN - W/O CONTRAST	229.00
74160	ABDOMEN - W/ CONTRAST	229.00
74170	ABDOMEN - W/ & W/O CONTRAST	150.00
74175	ANGIOGRAPHY ABDOMEN - W/ & W/O CONTRAST & FURTHER SECTIONS, INCLUDING IMAGE POST-PROCESSING	225.00
75635	AORTOGRAPHY ABDOMINAL AND *Bilateral* ILIOFEMORAL LOWER EXTREMITY RUNOFF W/ & W/O CONTRAST & FURTHER SECTIONS, INCLUDING IMAGE POST PROCESSING	30.00
76070	Q BONE DENSITY STUDY	
CT GUIDANCE		
76355	CT GUIDANCE FOR STEREOTACTIC	150.00
76360	CT GUIDANCE FOR NEEDLE PLACEMENT (BIOPSY, ASPIRATION, LOCALIZATION)	110.00
76370	CT GUIDANCE FOR PLACEMENT OF RADIATION THERAPY FIELDS	42.00
76375	CT RECONSTRUCTION	110.00
76380	CT LIMITED OR LOCALIZED F/U STUDY	162.00
76499B1	CT PAROTID GLANDS	106.00
76499T	CT GUIDANCE FOR CATHETER PLACEMENT	107.00
76499V	CT STERNOCLAVICULAR	
CARDIAC CATHETERIZATION		
93501	RIGHT HEART CATHETERIZATION	520.00
93541	PULMONARY ANGIOGRAM CATHETER PLACEMENT	100.00
93556	S & I PULMONARY ANGIOGRAPHY, AORTOGRAPHY &/OR SELECTIVE CORONARY	

CODE	DESCRIPTION	CHARGE
ARTHIROGRAMS		
INTRA-ARTERIAL INJECTIONS		
36100	INTRODUCTION OF NEEDLE OR INTRACATHETER CAROTID OR VERTEBRAL ARTERY *Bilateral*	505.00
36100	INTRODUCTION OF NEEDLE OR INTRACATHETER CAROTID OR VERTEBRAL ARTERY *Unilateral*	398.00
36120	INTRODUCTION OF NEEDLE OR INTRACATHETER RETROGRADE BRACHIAL ARTERY	582.00
36140	INTRODUCTION OF NEEDLE OR INTRACATHETER EXTREMITY ARTERY	229.00
36145	INTRODUCTION OF NEEDLE OR INTRACATHETER ARTERIOVENOUS SHUNT CREATED FOR DIALYSIS	229.00
36160	INTRODUCTION OF NEEDLE OR INTRACATHETER AORTIC TRANSLUMBAR	601.00
36200	INTRODUCTION OF CATHETER AORTA	41300
36215	SELECTIVE CATHETER PLACEMENT ARTERIAL SYSTEM – EACH 1 ST ORDER THORACIC OR BRACHIOCEPHALIC BRANCH WITHING A VASCULAR FAMILY	450.00
36216	SELECTIVE CATHETER PLACEMENT ARTERIAL SYSTEM – INITIAL 2 ND ORDER THORACIC OR BRACHIOCEPHALIC BRANCH WITHING A VASCULAR FAMILY	537.00
36217	SELECTIVE CATHETER PLACEMENT ARTERIAL SYSTEM – INITIAL 3 RD ORDER OR MORE SELECTIVE THORACIC OR BRACHIOCEPHALIC BRANCH WITHIN A VASCULAR FAMILY	582.00
36218	SELECTIVE CATHETER PLACEMENT ARTERIAL SYSTEM – ADDITIONAL 2 ND , 3 RD , & BEYOND THORACIC OR BRACHIOCEPHAIC BRANCH WITHIN A VASCULAR FAMILY	120.00
36245	SELECTIVE CATHETER PLACEMENT ARTERIAL SYSTEM – EACH 1 ST ORDER ABDOMINAL, PELVIC OR LOWER EXTREMITY ARTERY BRANCH WITHIN A VASCULAR FAMILY	632.00
36246	SELECTIVE CATHETER PLACEMENT ARTERIAL SYSTEM – INITIAL 2 ND ORDER ABDOMINAL, PELVIC OR LOWER EXTREMITY ARTERY BRANCH WITHIN A VASCULAR FAMILY	537.00
36247	SELECTIVE CATHETER PLACEMENT ARTERIAL SYSTEM – INITIAL 3 RD ORDER ABDOMINAL, PELVIC OR LOWER EXTREMITY ARTERY BRANCH WITHIN A VASCULAR FAMILY	582.00
36248	SELECTIVE CATHETER PLACEMENT ARTERIAL SYSTEM – ADDITIONAL 2 ND , 3 RD & BEYOND ABDOMINAL, PELVIC OR LOWER EXTREMITY ARTERY BRANCH WITHIN A VASCULAR FAMILY	120.00
36260	INSERTION OF IMPLANTABLE INTRA-ARTERIAL INFUSION PUMP (EG. CHEMO LIVER)	1,704.00
36299	UROKINASE INFUSION	720.00
36488	PLACEMENT OF CENTRAL VENOUS CATHETER (SUBCLAVIAN JUGULAR OR OTHER VEIN) AGE 2 YEARS AND UNDER	94.00
36489	PLACEMENT OF CENTRAL VENOUS CATHETER (SUBCLAVIAN JUGULAR OR OTHER VEIN) OVER AGE 2	94.00
36493	REPOSITIONING OR PREVIOUSLY PLACED CENTRAL VENOUS CATHETER UNDER FLUOROSCOPIC GUIDANCE	150.00
36500	VENOUS CATHETERIZATION FOR SELECTIVE ORGAN BLOOD SAMPLING	452.00
36620	ARTERIAL CATHETERIZATION OR CANNULATION FOR SAMPLING, MONITORING OR TRANSFUSION	187.00
36640	ARTERIAL CATHETERIZATION FOR PROLONGED INFUSION THERAPY (CHEMO) CUTDOWN	550.00
36815	INSERTION OF CANNULA FOR HEMODIALYSIS ARTERIOVENOUS EXTERNAL REVISION OR CLOSURE	97.00

CODE	DESCRIPTION	CHARGE
ARTHROGRAMS (cont'd)		
INTRA-ARTERIAL INJECTIONS (cont'd)		
36860	EXTERNAL CANNULA DECLOTTING WITHOUT BALLOON CATHETER	360.00
36870	THROMBECTOMY PERCUTANEOUS, ARTERIOVENOUS FISTULA	700.00
37201	TRANSCATHETER THERAPY INFUSION FOR THROMBOSIS OTHER THAN CORONARY	710.00
37202	TRANSCATHETER THERAPY INFUSION OTHER THAN FOR THROMBOLYSIS ANY TYPE	710.00
37203	TRANSCATHETER RETRIEVAL PERCUTANEOUS OR INTRAVASCULAR FOREIGN BODY	600.00
37204	TRANSCATHETER OCCUSION OR EMBOLIZATION	826.00
37205	TRANSCATHETER PLACEMENT OF AN INTRAVASCULAR STENT(S) NON CORONARY VESSEL	1,200.00
37206	TRANSCATHETER PLACEMENT OF AN INTRAVASCULAR STENT(S) NON CORONARY VESSEL PERCUTANEOUS - EACH ADDITIONAL VESSEL	600.00
37620	INTERRPUTION PARTIAL OR COMPLETE OR INFERIOUR VENA CAVA BY SUTURE, LIGATION, PPLICATION, CLIP, EXTRAVASCULAR, INTRAVASCULAR	2,058.00
VENOUS INJECTIONS		
36000	INTRODUCTION OF NEEDLE OR INTRACATHETER VEIN	52.00
36005	VENOGRAPHY CONTRAST INJECTION (INCLUDING INTRO OF NEEDLE OF INTRACATHETER)	52.00
36010	INTRODUCTION OF CATHETER SUPERIOR OR INFERIOR VENA CAVA	300.00
36011	SELECTIVE CATHETER PLACEMENT VENOUS SYSTEM - 1 ST ORDER BRANCH	300.00
36012	SELECTIVE CATHETER PLACEMENT VENOUS SYSTEM - 2 ND ORDER OR MORE SELECTIVE BRANCH	450.00
36013	INTRODUCTION OF CATHETER PLACEMENT LEFT OR RIGHT PULMONARY ARTERY	300.00
36014	SELECTIVE CATHETER PLACEMENT LEFT OR RIGHT OR MAIN PULMONARY ARTERY	413.00
36015	SELECTIVE CATHETER PLACEMENT SEGMENTAL OR SUBSEGMENTAL PULMONARY ARTERY	450.00
36145	INTRODUCTION OF CATHETER A-V SHUNT	229.00
36160	TRANSLUMBAR AORTOGRAM	601.00
36500	VENOUS CATHETER ORGAN BLOOD SAMPLE	452.00
11100	BIOPSY OF SKIN, SUBCUTANEOUS TISSUE &/OR MUCOUS MEMBRANE	170.00
19000	PUNCTURE ASPIRATION OF CYST OF BREAST	102.00
19001	PUNCTURE ASPIRTATION EACH ADDTL CYST OF BREAST	71.00
19030	INJECTION PROCEDURE ONLY FOR MAMMARY DUCTOGRAM OR GALACTOGRAM	162.00
19100	BIOPSY BREAST PERCUTANEOUS NEEDLE CORE NOT USING IMAGING GUIDANCE	150.00
19102	BIOPSY BREAST PERCUTANEOUS NEEDLE CORE USING IMAGING GUIDANCE	250.00
19103	BIOPSY BREAST PERCUTANEOUS AUTOMATED VACUUM ASSISTED OR ROTATING BIOPSY DEVICE	250.00
20200	BIOPSY MUSCLE SUPERFICIAL	219.00
20205	BIOPSY MUSCLE DEEP	369.00
20206	BIOPSY MUSCLE PERCUTANEOUS NEEDLE	260.00
20220	BIOPSY BONE TROCAR OR NEEDLE SUPERFICIAL	238.00
20225	BIOPSY BONE TROCAR OR NEEDLE DEEP	619.00
20501	SINOGRAM DIAGNOSTIC	64.00
20550	INJECTION TENDON SHEATH, LIGAMENT, TRIGGER POINTS OR GANGLION CYST	76.00

CODE	DESCRIPTION	CHARGE
ARTHROGRAMS (cont'd)		
VENOUS INJECTIONS (cont'd)		
20600	ARTHROCENTESIS ASPIRATION &/OR INJECTION, SMALL JOINT, BURSA OR GANGLION CYST	78.00
20605	ARTHROCENTESIS ASPIRATION &/OR INJECTION, INTERMEDIATE JOINT, BURSA OR GANGLION CYST	130.00
20610	ARTHROCENTESIS ASPIRATION &/OR INJECTION, MAJOR JOINT, BURSA OR GANGLION CYST	158.00
21116	INJECTION PROCEDURE FOR TMJ	115.00
21899	UNLISTED PROCEDURE NECK OR THORAX	313.00
27040	BIOPSY, SOFT TISSUE OF PELVIS & HIP AREA SUPERFICIAL	500.00
31708	INSTILLATION OF CONTRAST MATERIAL FOR LARYNGOGRAPHY OR BRONCHOGRAPHY W/O CATHETERIZATION	131.00
31715	TRANSTRACHEAL INJ. FOR BRONCHOGRAPHY	244.00
32000	THORACENTESIS PUNCTURE OF PLEURAL CAVITY FOR ASPIRATION, INITIAL OR SUBSEQUENT	175.00
32002	THORACENTESIS WITH INSERTION OR TUBE WITH OR WITHOUT WATER SEAL	250.00
32020	TUBE THORACOSTOMY WITH OR WITHOUT WTER SEAL	702.00
32400	BIOPSY PLEURA, PERCUTANEOUS NEEDLE	313.00
32405	BIOPSY LUNG OR MEDIASTINUM, PERCUTANROUE NEEDLE	313.00
32420	PNEUMONOCENTESIS PUNCTURE OF LUNG FOR ASPIRATION	238.00
33010	PERICARDIOCENTESIS, INITIAL	515.00
35011	DIRECT REPAIR FOR ANEURYSM & ASSOCIATED ACCLUSIVE DISEASE, AXILLARY-BRACHIAL ARTERY BY ARM INCISION	250.00
35450	TRANSLUMINAL BALLOON ANGIOPLASTY OPEN RENAL OR OTHER VISCERAL ARTERY	1,022.00
35452	TRANSLUMINAL BALLOON ANGIOPLASTY OPEN AORTIC	1,022.00
35454	TRANSLUMINAL BALLOON ANGIOPLASTY OPEN ILIAC	1,022.00
35456	TRANSLUMINAL BALLOON ANGIOPLASTY OPEN FEMORAL-POPLITEAL	1,022.00
35458	TRANSLUMINAL BALLOON ANGIOPLASTY OPEN BRACHIOCEPHALIC TRUNK OR BRANCHES, EACH VESSEL	1,022.00
35470	TRANSLUMINAL BALLOON ANGIOPLASTY PERCUTANEOUS TIBIOPERONEAL TRUNK OR BRANCHES, EACH VESSEL	1,704.00
35471	TRANSLUMINAL BALLOON ANGIOPLASTY PERCUTANEOUS RENAL OR VISCERAL ARTERY	1,704.00
35472	TRANSLUMINAL BALLOON ANGIOPLASTY PERCUTANEOUS AORTIC	1,704.00
35473	TRANSLUMINAL BALLOON ANGIOPLASTY PERCUTANEOUS ILIAC	1,704.00
35474	TRANSLUMINAL BALLOON ANGIOPLASTY PERCUTANEOUS FEMORAL POPLITEAL	1,704.00
35475	TRANSLUMINAL BALLOON ANGIOPLASTY PERCUTANEOUS BRACHIOCEPHALIC TRUNK OR BRANCHES, EACH VESSEL	1,704.00
35476	TRANSLUMINAL BALLOON ANGIOPLASTY PERCUTANEOUS VENOUS	1,704.00
38500	BIOPSY OR EXCISION OF LYMPH NODE(S) OPEN, SUPERFICIAL	357.00
38505	BIOPSY OR EXCISION OF LYMPH NODE(S) BY NEEDLE - SUPERFICIAL	260.00
38790	LYMPHANGIOGRAPHY INJECTION PROCEDURE *Bilateral*	536.00
38790A	LYMPHANGIOGRAM *Unilateral*	396.00
38792	LYMPHANGIOGRAM FOR IDENTIFICATION OF SENTINEL NODE	85.00

CODE	DESCRIPTION	CHARGE
ARTHROGRAMS (cont'd)		
VENOUS INJECTIONS (cont'd)		
42400	BIOPSY OF SALIVARY GLAND - NEEDLE	313.00
42405	BIOPSY OF SALIVARY GLAND - INCISIONAL	400.00
42550	SIALOGRAPHY INJECTION PROCEDURE	60.00
42660	DILATION & CATHETERIZATION OF SALIVARY GLAND DUCT W/ OR W/O INJECTION	130.00
43215	ESOPHAGO RIGID OR FLEXIBLE WITH REMOVAL OR TUMOR(S), POLYP(S) OR OTHER LESION BY HOT BIOPSY FORCEPS OR BIPOLAR CAUTERY	600.00
43750	PERCUTANEOUS PLACEMENT OF GASTROSTOMY TUBE	650.00
43760	CHANGE OR GASTROSTOMY TUBE	350.00
44500	INTRODUCTION OF LONG GASTROINTESTINAL TUBE	85.00
44901	INCISION & DRAINAGE OF APPENDICEAL ABSCESS - PERCUTANEOUS	600.00
45020	INCISION & DRAINAGE OF DEEP SUPRALEVATOR, PELVIRECTAL OR RETRORECTAL ABSCESS	600.00
47000	BIOPSY LIVER NEEDLE - PERCUTANEOUS	340.00
47011	HEPATOTOMY OR OPEN DRAINAGE OF ABSCESS OR CYST ONE OR TWO STAGES	800.00
47399	LIVER UNLISTED PROCEDURE	386.00
47490	PERCUTANEOUS CHOLECYSTOSTOMY	465.00
47500	TRANSHEPATIC CHOLANGIOGRAM INJECTION PROCEDURE	282.00
47505	CHOLANGIOGRAPHY THROUGH EXISTING CATHETER	73.00
47510	INTRODUCTION OF PERCUTANEOUS TRANSHEPATIC CATHETER FOR BILIARY DRAINAGE	1,024.00
47511	INTRODUCTION OF PERCUTANEOUS TRANSHEPATIC STENT FOR INTERNAL & EXTERNAL BILIARY DRAINAGE	1,065.00
47525	CHANGE OF PERCUTANEOUS BILIARY DRAINAGE	390.00
47530	REVISION &/OR REINSERTION OR TRANSHEPATIC TUBE	789.00
47555	BILIARY ENDOSCOPY PERCUTANEOUS VIA T-TUBE OR OTHER TRACT WITH DILATION OF BILIARY DUCT STRICTURE(S) W/O STENT	986.00
47556	BILIARY ENDOSCOPY PERCUTANEOUS VIA T-TUBE OR OTHER TRACT WITH DILATION OF BILIARY DUCT STRICTURE(S) W/ STENT	1,350.00
47630	BILIARY DUCT STONE EXTRACTION PERCUTANEOUS VIA T-TUBE TRACT, BASKET OR SNARE	789.00
47801	PLACEMENT OF CHOLEDOCHAL STENT	1,170.00
47999	BILIARY DRAINAGE EXTERNAL	641.00
48100	BIOPSY PANCREAS OPEN ANY METHOD	369.00
48102	BIOPSY PANCREAS PERCUTANEOUS NEEDLE	369.00
48999	DRAINAGE PANCREAS	702.00
49020	DRAINAGE OF PERITONEAL ABSCESS OR LOCALIZED PERTONITIS, EXCLUSIVE OF APPENDICEAL ABSCESS - OPEN	702.00
49021	DRAINAGE OF PERITONEAL ABSCESS OR LOCALIZED PERTONITIS, EXCLUSIVE OF APPENDICEAL ABSCESS - PERCUTANEOUS	600.00
49040	DRAINAGE OF SUBDIAPHRAGMATIC OR SUBPHRENIC ABSCESS - OPEN	702.00
49041	DRAINAGE OF SUBDIAPHRAGMATIC OR SUBPHRENIC ABSCESS - PERCUTANEOUS	500.00
49060	DRAINAGE RETRO-PERITONEAL ABSCESS - OPEN	702.00
49061	DRAINAGE RETRO-PERITONEAL ABSCESS - PERCUTANEOUS	600.00
49080	PERITONEOCENTESIS ABDOMINAL PARACENTESIS OR PERITONEAL LAVAGE - INITIAL	313.00

CODE	DESCRIPTION	CHARGE
ARTHROGRAMS (cont'd)		
VENOUS INJECTIONS (cont'd)		
49180	BIOPSY ABDOMINAL OR RETROPERITONEAL MASS - PERCUTANEOUS NEEDLE	329.00
49420	INSERTION OF RETROPERITONEAL CANNULA OR CATHETER	300.00
49422	REMOVAL OF PERMANENT INTRAPERITONEAL CANNULA OR CATHETER	850.00
49423	EXCHANGE OF PREVIOUSLY PLACED ABSCESS OR CYST DRAINAGE CATHETER	200.00
49424	ASSESSMENT OF ABSCESS OR CYST VIA PREVIOUSLY PLACED CATHETER	73.00
49427	EVALUATION OF PREVIOUSLY PLACED PERITONEAL VENOUS SHUNT	180.00
50020	DRAINAGE OR PERIRENAL OR RENAL ABSCESS - OPEN	369.00
50080	PERCUTANEOUS NEPHROSTOLITHOTOMY OR PYELOSTOLITHOTOMY W/ OR W/O DILATION ENDOSCOPY, LITHOTRIPSY, STENTING OR BASKET EXTRACTION UP TO 2 CM	790.00
50081	PERCUTANEOUS NEPHROSTOLITHOTOMY OR PYELOSTOLITHOTOMY W/ OR W/O DILATION ENDOSCOPY, LITHOTRIPSY, STENTING OR BASKET EXTRACTION OVER 2 CM	790.00
50200	BIOPSY RENAL PERCUTANEOUS BY TROCAR OR NEEDLE	380.00
50390	ASPIRATION &/OR INJECTION OF RENAL CYST OR PELVIS BY NEEDLE - PERCUTANEOUS	289.00
50393	INTRODUCTION OF URETERAL CATHETER OR STENT INTO URETER THROUGH RENAL PELVIS FOR DRAINAGE AND/OR INJECTION - PERCUTANEOUS	676.00
50394	PYELOGRAPHY THROUGH NEPHROSTOMY OR PYELOSTOMY TUBE OR INDWELLING URETERAL CATHETER	73.00
50395	INTRODUCTION OF GUIDE INTO RENAL PELVIS &/OR URETER WITH DILATION TO ESTABLISH NEPHROSTOMY TRACT - PERCUTANEOUS	263.00
50398	NEPHROSTOMY OR PYELOSTOMY TUBE CHANGE	263.00
50398	STONE REMOVAL MANIPULATION	491.00
50684	PYELOGRAPHY THROUGH NEPHROSTOMY OR PYELOSTOMY TUBE OR INDWELLING URETERAL CATHETER	134.00
50690	VISUALIZATION OF ILEAL CONDUIT &/OR URETEROPYELOGRAPHY EXCLUSIVE	100.00
51010	ASPIRATION OF BLADDER BY NEEDLE WITH INSERTION OR SUPRAPUBIC CATHETER	488.00
51600	CYSTOGRAPHY OR VOIDING URETHROCYSTOGRAPHY	90.00
51610	RETROGRADE URETHROCYSTOGRAM	134.00
51705	CHANGE CYSTOSTOMY TUBE - SIMPLE	150.00
53899	CRYO-SURGERY OF THE PROSTATE	1,000.00
54500	BIOPSY TESTIS NEEDLE	260.00
55700	BIOPSY PROSTATE NEEDLE OR PUNCH SINGLE OR MULTIPLE ANY APPROACH	313.00
55720	PROSTATOTOMY EXTERNAL DRAINAGE OR PROSTATIC ABSCESS ANY APPROACH SIMPLE	800.00
58340	CATHETERIZATION OF INTRODUCTION OF SALINE OR MULTIPLE ANY APPROACH	113.00
58800	DRAINAGE OF OVARIAN CYST(S) UNILATERAL OR BILATERAL VAGINAL APPROACH	584.00
60100	BIOPSY THYROID PERCUTANEOUS CORE NEEDLE	313.00
61055	CISTERNAL OR LATERAL CERVICAL PUNCTURE	442.00
61070	PUNCTURE OF SHUNT TUBING OR RESERVOIR FOR ASPIRATION OR INJECTION	56.00
62270	SPINAL PUNCTURE LUMBAR DIAGNOSTIC	294.00
62273	EPIDURAL INJECTION OF BLOOD OR CLOT PATCH	200.00
62284	MYELOGRAPHY INJECTION &/OR CT SPINAL	294.00
62287	ASPIRATION OR DECOMPRESSION PROCEDURE PERCUTANEOUS OR NUCLEUS PULPOSUS OF INTERVERTEBRAL DISK ANY METHOD SINGLE OR MULTIPLE LEVELS	1,000.00

CODE	DESCRIPTION	CHARGE
ARTHROGRAMS (cont'd)		
VENOUS INJECTIONS (cont'd)		
62290	DISKOGRAPHY EACH LEVEL LUMBAR	373.00
62311	INJECTION LUMBAR SACRAL (CAUDAL)	165.00
64470	INJECTION ANESTHETIC AGENT &/OR STEROID PARAVERTEBRAL FACET JOINT/NERVE	200.00
64475	INJECTION ANESTHETIC AGENT &/OR STEROID LUMBAR OR SACRAL SINGLE LEVEL	150.00
64476	INJECTION ANESTHETIC AGENT &/OR STEROID LUMBAR OR SACRAL EACH ADDITIONAL LEVEL	100.00
64530	INJECTION ANESTHETIC AGENT CELIAC PLEXUS	223.00
64622	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET NERVE, LUMBAR, SINGLE LEVEL	300.00
64623	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET NERVE, LUMBAR, EACH ADDITIONAL LEVEL	150.00
64680	DESTRUCTION OF NEUROLYTIC AGENT CELIAC PLEXUS	331.00
68850	DACRYOGRAM INJECTION OF CONTRAST MEDIUM	207.00

SPECIALS		
AORTA AND ARTERIES		
75605	AORTOGRAPHY THORACIC BY SERIALOGRAPHY	292.00
75625	AORTOGRAPHY ABDOMINAL BY SERIALOGRAPHY	246.00
75630	AORTOGRAPHY ABDOMINAL PLUS *Bilateral* ILOFEMORAL MOWER EXTREMITY CATHETER BY SERIALOGRAPHY	350.00
75635	AORTOGRAPHY ABDOMINAL AND *Bilateral* ILOFEMORAL LOWER EXTREMITY RUNOFF W/ & W/O CONTRAST & FURTHER SECTIONS, INCLUDING IMAGE POST PROCESSING	225.00
75650	ANGIO-CERVICOCEREBRAL CATHETER INCLUDING VESSEL ORIGIN	409.00
75658	ANGIO-BRACHIAL RETROGRADE	350.00
75660	ANGIO-EXTERNAL CAROTID *Unilateral*	350.00
75662	ANGIO-EXTERNAL CAROTID *Bilateral*	409.00
75665	ANGIO-CAROTID, CEREBRAL *Unilateral*	350.00
75671	ANGIO-CAROTID, CEREBRAL *Bilateral*	409.00
75676	ANGIO-CAROTID, CERVICAL *Unilateral*	350.00
75680	ANGIO-CAROTID, CERVICAL *Bilateral*	409.00
75685	ANGIO-VERTEBRAL, CERVICAL &/OR INTRACRANIAL	350.00
75705	ANGIO-SPINAL, SELECTIVE	500.00
75710	ANGIO-EXTREMITY *Unilateral*	292.00
75710A	ANGIO-OPERATIVE EXTREMITY *Unilateral*	146.00
75716	ANGIO-EXTREMITY *Bilateral*	350.00
75722	ANGIO-RENAL *Unilateral* SELECTIVE INCLUDING FLUSH AORTOGRAM	292.00
75724	ANGIO-RENAL *Bilateral* SELECTIVE INCLUDING FLUSH AORTOGRAM	409.00
75726	ANGIO-VISCERAL SELECTIVE OR SUPRASELECTIVE (INCLUDING FLUSH AORTOGRAM)	292.00
75731	ANGIO-ADRENAL *Unilateral* SELECTIVE	292.00
75733	ANGIO-ADRENAL *Bilateral* SELECTIVE	350.00
75736	ANGIO-PELVIC SELECTIVE OR SUPRASELECTIVE	292.00
75741	ANGIO-PULMONARY *Unilateral* SELECTIVE	350.00

CODE	DESCRIPTION	CHARGE
SPECIES (cont'd)		
AORTA AND ARTERIES (cont'd)		
75743	ANGIO-PULMONARY *Bilateral* SELECTIVE	409.00
75746	ANGIO-PULMONARY SELECTIVE BY NONSELEVTIVE CATHETER OR VENOUS INJECTION	292.00
75774	ANGIO-SELECTIVE EACH ADDTL VESSEL STUDIED AFTER BASIC EXAMINATION	156.00
75790	ANGIO-ARTERIOVENOUS SHUNT (IE. DIALYSIS PATIENT)	450.00
VEINS & LYMPHATICS		
75801	LYMPHANGIOGRAM EXTREMITY ONLY *Unilateral*	76.00
75803	LYMPHANGIOGRAM EXTREMITY ONLY *Bilateral*	153.00
75805	LYMPHANGIOGRAM PELVIC/ABDOMINAL *Unilateral*	76.00
75807	LYMPHANGIOGRAM PELVIC/ABDOMINAL *Bilateral*	153.00
75809	SHUNTOGRAM FOR INVESTIGATION OF PREVIOUSLY PLACED INDEWLLING NON-VASCULAR SHUNT (EG. LEVEEN SHUNT, VENTRICULOPERITONEAL SHUNT, INDWELLING INFUSION PUMP)	138.00
75820	VENOGRAM EXTREMITY *Unilateral*	110.00
75822	VENOGRAM EXTREMITY *Bilateral*	155.00
75825	VENACAVAGRAM INFERIOR W/SERIALOGRAPHY	292.00
75827	VENOCAVAGRAM SUPERIOR W/SERIALOGRAPHY	292.00
75831	VENOGRAM RENAL *Unilateral* SELECTIVE	292.00
75833	VENOGRAM RENAL *Bilateral* SELECTIVE	409.00
75840	VENOGRAM ADRENAL SELECTIVE *Unilateral*	292.00
75842	VENOGRAM ADRENAL SELECTIVE *Bilateral*	409.00
75860	VENOGRAM SINUS OR JUGULAR, CATHETER	292.00
75870	VENOGRAM SUPERIOR OR SAGITTAL SINUS	292.00
75872	VENOGRAM EPIDURAL	292.00
75880	VENOGRAM ORBITAL	110.00
75889	VENOGRAM HEPATIC WEDGED OR FREE W/ HEMODYNAMIC EVALUATION	292.00
75891	VENOGRAM HEPATIC WEDGE OR FREE W/O HEMODYNAMIC EVALUATION	292.00
75893	VENOUS SAMPLING THROUGH CATHETER W/ OR W/O ANGIOGRAPHY	100.00
TRANSCATHETER THERAPY & BIOPSY		
75894	EMBOLIZATION ANY METHOD	292.00
75893	INFUSION ANY METHOD (IE. THROMBOLYSIS OTHER THAN CORONARY)	350.00
75898	ANGIOGRAM THROUGH EXISTING CATHETER FOR FOLLOW-UP STUDY FOR TRANSCATHETER THERAPY EMBOLIZATION OR INFUSION	182.00
75940	PERCUTANEOUS PLACEMENT OF IVC FILTER	270.00
75961	TRANSCATHETER RETRIEVAL PERCUTANEOUS OF INTRAVASCULAR FOREIGN BODY	480.00
75962	ANGIOPLASTY TRANSLUMINAL BALLOON, PERIPHERAL ARTERY	292.00
75964	ANGIOPLASTY TRANSLUMINAL BALLOON, EACH ADDTL. PERIPHERAL ARTERY	175.00
75966	ANGIOPLASTY TRANSLUMINAL BALLOON, RENAL OR VISCERAL ARTERY	292.00
75968	ANGIOPLASTY TRANSLUMINAL BALLOON, EACH ADDTL. VISCERAL ARTERS	174.00
75978	ANGIOPLASTY TRANSLUMINAL BALLOON, VENOUS (IE. SUBCLAVIAN STENOSIS)	292.00
75980	PERCUTANEOUS TRANSHEPATIC BILIARY DRAINAGE	200.00

CODE	DESCRIPTION	CHARGE
SPECIAL (cont'd)		
TRANSCATHETER THERAPY & BIOPSY (cont'd)		
75982	PERCUTANEOUS PLACEMENT OF DRAINAGE CATHETER FOR COMBINED INTERNAL & EXTERNAL BILIARY DRAINAGE OR OF A DRAINAGE STENT FOR INTERNAL BILIARY DRAINAGE IN PATIENTS WITH INOPERABLE MECHANICAL BILARY OBSTRUCTION	200.00
75984	CHANGE OF PERCUTANEOUS TUBE OR DRAINAGE CATHETER W/ CONTRAST MONITORING	110.00
75989	GUIDANCE (IE. FLUOROSCOPY, US OR CT) FOR PERCUTANEOUS DRAINAGE (EG. ABSCESS, SPECIMEN COLLECTION)	150.00

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BYLAWS OF THE NORTHERN INYO HOSPITAL AUXILIARY

ARTICLE I. NAME

The name of this organization shall be the NORTHERN INYO HOSPITAL AUXILIARY.

ARTICLE II PURPOSE

The purpose of this organization shall be to render service to the Northern Inyo Hospital and its patients through ways approved or proposed by the Governing Board of the Hospital.

ARTICLE III TYPES OF MEMBERSHIP

Section 1. Membership in the Auxiliary shall be open to persons who are interested in Northern Inyo Hospital. All memberships shall be renewed annually. Prior to Active Membership, a Counselor will educate and inform the prospective member as to the function, purpose, and history of the Auxiliary.

Section 2. There shall be the following types of memberships:

- a. ACTIVE – shall pay annual dues and participate in service programs of the Auxiliary to the extent of 50 hours minimum per year. Any Active Member in good standing shall have the right to vote, participate in meetings, and to hold office in the Auxiliary.
- b. ASSOCIATE – shall be interested in the purpose of the Auxiliary, pay annual dues, but have no active membership responsibilities. Any Associate Member in good standing shall have the right to vote, may participate in meetings and chair Standing Committees of the Auxiliary.
- c. LIFE – shall be those individuals chosen in recognition of outstanding service to the Auxiliary or the Hospital, and shall pay no dues. Any Honorary Life Member in good standing shall have the right to vote, participate in meetings and to hold office in the Auxiliary.
- d. HONORARY LIFE – shall be those individuals chosen in recognition of outstanding service to the Auxiliary or the Hospital, and shall pay no dues. Any Honorary Life Member in good standing shall have the right to vote, participate in meetings, and to hold office in the Auxiliary.

Section 3. Reinstatement. Any person whose membership has been terminated for nonpayment of dues may be reinstated by paying dues in full for the current year.

ARTICLE IV.
OFFICERS

- Section 1.** The elected officers of the Auxiliary shall be a President, a Vice-President, a Recording Secretary, a Corresponding Secretary and a Treasurer.
- Section 2.** Officers of the Auxiliary shall be elected for terms of one year. No officer shall be eligible for more than three consecutive terms in the same office.

ARTICLE V.
DUTIES OF OFFICERS

- Section 1.** The **President** shall be the chief executive officer on the Auxiliary and of the Executive Board and shall have the supervision of general management of the Auxiliary. The President shall appoint the Parliamentarian, chairmen of the standing committees, special committees as occasion may demand, and chairmen caused by vacancies. The President shall be a member ex-officio of all standing committees of the Auxiliary, except the Nomination Committee. The President shall work closely with the Hospital Administrator and perform all duties pertaining to the office.
- Section 2.** The **Vice-President** shall be in charge of membership and shall be Chairman of the Membership Committee. In the absence of disability or resignation of the President, the Vice-President shall have the executive powers and perform duties of the President.
- Section 3.** The **Recording Secretary** shall be responsible for keeping an accurate record of meetings of the northern Inyo Hospital Auxiliary and of the Executive Board in books belonging to the Auxiliary. These minutes shall be open to the inspection of any member at any reasonable time.
- Section 4.** The **Corresponding Secretary** shall be responsible for the Auxiliary's general correspondence.
- Section 5.** The **Treasurer** shall be responsible for keeping an accurate record of all financial affairs of the Auxiliary and shall present a financial report at each General Meeting. All expenses, other than routine operating, must be approved by the members at a General Meeting, except for emergencies. The Treasurer's book shall be audited at the end of the each fiscal year by three members appointed by the President.
- Section 6.** The **Parliamentarian** shall be the Chairman of the Bylaws Committee, keep a current list of the Standing Rules and shall advise the Auxiliary Board on the validity of any question of Parliamentary Law.

ARTICLE VI.
THE EXECUTIVE BOARD

- Section 1.** The Executive Board shall consist of the officers of the Auxiliary, the immediate past President and the chairmen of the standing committees. The Administrator of the Hospital shall be an ex-officio member of the Executive Board.
- Section 2.** All actions of the Executive Board are subject to the approval of the Northern Inyo Hospital Board of Directors or its representative, the Hospital Administrator. With the limitation, management and control of property, funds, and the affairs of the Auxiliary shall be administered by the Executive Board. The Executive Board shall adopt its own rules of procedure not inconsistent with the Bylaws of the Auxiliary.
- Section 3.** Regular meetings of the Executive Board shall be held once a month, except as determined by the Board, at such time and place as the Board and/or the President may determine. Meetings are ordinarily scheduled the second Wednesday of each month. Special meetings of the Board may be held at any time and place determined by the President and in addition, shall be called when requested in writing by not fewer than five members of the Board.
- Section 4.** Five members shall constitute a quorum at any meeting of the Board. In the absence of a quorum, the meeting shall be adjourned.

ARTICLE VII.
GENERAL MEETINGS

- Section 1.** There shall be regular meetings of the Auxiliary membership, the number to be determined by the Executive Board.
- Section 2.** The time and place of the General Meetings may be determined by the President and/or the Executive Board. Meetings are ordinarily scheduled the third Wednesday of each month. Meetings are to be held at Northern Inyo Hospital, unless otherwise designated.
- Section 3.** The Annual Meetings shall be held in May of each year for the Installation of Officers and Presentations of Awards.
- Section 4.** Fifteen voting members present shall constitute a quorum of any General Meeting of the Auxiliary.

ARTICLE VIII
COMMITTEES

Section 1. Standing Committees – There shall be Standing Committees necessary to conduct the business and program of the Auxiliary. The personnel of such committees shall consist of members designated by the Chairman of the Committee with the approval of the President. The duties of each Committee will be outlined in detail in the Chairman's Procedure Book. These Chairmen become members of the Executive Board of the Northern Inyo Hospital Auxiliary.

Section 2. Nominating Committee – shall be put into being and act as prescribed in Article IX.

Section 3. Special Committees - may be created, when necessary by the President, with the approval of the Executive Board.

ARTICLE IX.
ELECTION PROCEDURES

Section 1. The Nominating Committee shall consist of three members appointed by the Board.

- a. Suggested nominations for officers of the Auxiliary shall be received by the Nominating Committee from the membership. From these suggestions, and as a result of its own deliberations, the Nominating Committee shall submit to the April General Meeting a slate of candidates for officers during the ensuing year. Nominations may also be accepted from the floor.
- b. Members of the Nominating Committee may be candidates for office.

Section 2. The Election of officers shall be held at the April Meeting. The new officers shall be installed at the May Meeting and take office on June 1.

ARTICLE X.
FUNDS

Section 1. All fund-raising activities, other than regular membership dues, shall be subject to the approval of the Hospital Administration, and the funds shall be expended only for those purposes approved by the Auxiliary.

Section 2. All dues or contributions paid or made to the Auxiliary become the property of the Auxiliary, and the members or contributors shall have no further claim or rights thereto.

Section 3. All documents made, accepted or executed by the Auxiliary shall be signed by the President and/or representative.

Section 4. All checks drawn against the General Funds of the Auxiliary shall be signed by any two authorized signatures on file at the banking institution.

**ARTICLE XI.
FISCAL YEAR**

The fiscal year of the Auxiliary shall commence on June 1 and shall end on May 31.

**ARTICLE XII.
DISSOLUTION**

In the event of the dissolution of this organization or in the event it ceases to carry out the objects and purposes herein set forth, all the business, property, and assets of the organization shall be distributed and devoted to the promotion and advancement of the Northern Inyo Hospital of Bishop, California. In no event shall any of the assets or property be distributed to members, either for reimbursement of any sum subscribed, donated, or contributed by such members, or for any other such purpose; it being the intent that in the event of the dissolution of this organization, or upon its ceasing to carry out the objects and purposes herein set forth, the property and assets then owned by the organization shall be devoted to the promotion and advancement of the welfare of Northern Inyo Hospital of Bishop, California.

**ARTICLE XIII.
AMENDMENTS**

The Bylaws of the Auxiliary may be altered, repealed, or amended by the affirmative vote of two-thirds of the members present and voting, any regular or special meeting of the Auxiliary, provided that notice of the proposed alteration, repeal or amendment be contained in a written notice of the meeting two weeks in advance.

**ARTICLE XIV.
APPROVAL AND ADOPTION**

These Bylaws, after approval of the Northern Inyo Hospital Board of Directors, shall be effective immediately.

APPROVED: _____ , 2007
Peter J. Watercott, Northern Inyo Hospital Board of Directors

APPROVED: _____ , 2007
John Halfen, Administrator, Northern Inyo Hospital

ADOPTED BY NORTHERN INYO HOSPITAL AUXILIARY:

President: _____ , 2007

Recording Secretary: _____ , 2007

BYLAWS COMMITTEE: Lee Walker, Beverly Holliman, Betty Brown, and Sharon Thompson

SNACK SHOP – purchase merchandise and stock the Snack Shop.

DESK SCHEDULING – maintain the monthly Desk Schedule.

DESK TRAINING – train members for duty at the visitors' desk and in the Gift Shop.

GIFT SHOP – supervise all aspects of the Gift Shop, including the purchase and display of merchandise.

HISTORIAN – keep an up-to-date history of the Auxiliary through a scrapbook collection of clippings, photographs, and other items of interest.

HOSPITALITY – act as official hostess at General Meetings and other Auxiliary functions.

HOURS RECORDER – keep a Master File Record of hours and awards..

MEMBERSHIP – (Chairman: Vice-President) – keep an accurate list of the membership and provide for the needs of new members, by working with the Membership Counselor to educate and inform the new members of the purpose, function, and history of the Auxiliary. Orientation will be completed within 30 days. Dues will then be payable, and the uniform purchased.

MEMBERSHIP COUNSELOR – as an experienced member, will educate and inform the prospective member of the purpose, function, and history of the Auxiliary.

MEMORIALS – record and acknowledge memorial gifts received.

NEWSLETTER – edit, produce, and distribute a monthly newsletter.

PARLIAMENTARIAN – advise the President in parliamentary procedure.

PROGRAM – plan informative programs for the membership.

PUBLICITY – provide publicity concerning the Auxiliary's activities in the community.

TELEPHONE – assist the President in informing the membership by telephone.

VENDING MACHINE – service hospital vending machines leased by the Auxiliary, count and record proceeds.

WORKSHOP – coordinate creative Workshop ideas; supervise gift and craft making at the Workshop.

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*People you know,
caring for people you love*

**NORTHERN
INYO HOSPITAL**
Northern Inyo County Local Hospital District

150 Pioneer Lane
Bishop, California 93514
(760) 873-5811 voice
(760) 872-2768 fax

September 19, 2007

Request for replacement of Blood Culture Instrument:

CURRENT INSTRUMENT:

Current instrument is 9 years old.

Computer controller is soon to be obsolete and soon to be non-supported.

No interface with Orchard LIS and no interface with ADT on current instrument requiring manual input costing time from CLS personnel.

Calibration is annual taking 10 hours by CLS personnel.

This instrument is now Priority 1 for replacement.

NEW INSTRUMENT:

New instrument will use current computer technology and new mechanics for greater longevity.

New instrument will automate demographic input and results output to/from LIS, streamlining blood culture processing and reducing labor time.

New instrument reads every 10 minutes instead of every 30 minutes reducing time to results.

New instrument quality assurance is built in via automated calibration with every removal of blood culture bottle.

COST:

\$43,875.00

Interface cost to hospital will be \$500.00 as Biomerieux will pay \$3,000 to Orchard for the interface software.

Net Cost:

\$44,375.00

Cost Savings incident to timing of purchase to coincide with Lab move to new building:

Will save \$4,200 in moving costs for the instrument because a field service person will be here to install the new instrument and this event is planned to coincide with the move.

In addition, since the Orchard engineer will be here for the move (free), an additional \$4,000 will be saved by not having an engineer here specifically for interface installation.

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Scott Bignard

Terry Bowyer
725 W. Elm St.
Bishop 93514

July 4, 2007

Dear Northern Inyo Hospital Public Administrator:

I write concerning your facility's practice of displaying the black & white banner signifying "POW" and "MIA", on the same flagpole with our State and National emblems, at the hospital's main entrance.

During my youth, I served with the US Army and learned to speak some Vietnamese for another Texas president who also attempted warfare to impose an ideology in a foreign domain. When that black & white banner was first displayed in the early '70's, presumably to provide public inspiration for continuing the war, I was immediately astonished by the delusion established in the banner's symbolism.

For veterans, that banner symbolizes dishonorable conduct, forbidden through direct military order. Vietnam military personnel were instructed that to be captured alive by the enemy was a court-martial offense. Training, including in battlefield siege situations, was ordered for techniques to continue battle after ammunition depletion, until victory or death, and was commanded from the Military Code of Conduct.

All prisoners, known or missing, were deficient in the execution of those orders. Many missing were documented defectors, and some were rumored to be with incurable commutative diseases and secretly exiled into quarantine. And, certainly, the remains of many missing were pulverized beyond detection, or became irrecoverable and lost in the foreign abyss. Displaying a banner in memory of the dishonorable or the inevitable is of no civic benefit.

Please investigate the source of instigation for your public display of this banner. Such an investigation will probably reveal initiation by a group or individual affiliated with a social or political doctrine seeking publicity.

This banner provides discomposure to actual Vietnam combat veterans. Civilly, it represents either a socio-political support symbol or divisiveness. It can only help perpetuate the confusion between patriotism and foreign atrocities. It certainly does not belong on public display at a hospital.

Sincerely, a concerned citizen,

Terry Bowyer

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**MANAGEWARE™
CONFIDENTIAL PROPOSAL**



Northern Inyo Hospital
People you know, caring for people you love

**INFANT
SECURITY
SOLUTION**

**PRESENTED
BY
MANAGEWARE
818-593-8180**

FOR

**Ms. JAN KNEIP
NURSE MANAGER
NORTHERN INYO HOSPITAL
150 PIONEER LN
BISHOP, CA 93514
760-873-5811**

APRIL 12, 2007

**MANAGEWARE™
INTEGRATED SECURITY SOLUTIONS**

**MANAGEWARE™
CONFIDENTIAL PROPOSAL**



Executive Summary	Page 3
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System Scope of Work	Page 4
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ES/Band Removal-Cut Band financial comparative analysis	Page 5
Terms and Notes	Page 5
Support and Maintenance	Page 6

**MANAGEWARE™
CONFIDENTIAL PROPOSAL**



MANAGEWARE was founded in 1996 focusing upon delivering the highest quality integrated security and loss prevention solutions to corporations within the Southern California market place. With over 100 man years of integration experience within the security and loss prevention industry, **MANAGEWARE** brings to each client and opportunity expertise in the areas of:

**Access Control
Video Surveillance and Management
Infant & Wandering Patient Security
Integrated Alarm Monitoring
Commercial/Industrial Door and Door Hardware Repair**

MANAGEWARE has earned its reputation through quality design & engineering, installation and post installation professional services in the strictest of market segments such as:

**Healthcare
Defense & Military
High Technology
Commercial/Industrial**

Providing the highest quality security and loss prevention solution to our clients has not been an option rather a commitment. Providing the highest quality customer service is our mission statement, centered on total customer satisfaction.

We are please to recognize some of our valued and satisfied clients:

**Beverly Hospital
Centinela Freeman Regional Medical Center
Colinga Regional Medical Center
Downey Regional Medical Center
French Hospital
Garfield Medical
George Mee Memorial Medical Center
John F. Kennedy Memorial Hospital
Kaiser Hospitals
Little Company of Mary Hospital
San Gabriel Valley Medical Center
Scripps
Tarzana Regional
VA Medical Centers**

MANAGEWARE is pleased to present to you this confidential proposal for the design, installation and maintenance of this integrated security and loss prevention solution.

**MANAGEWARE™
CONFIDENTIAL PROPOSAL**

SYSTEM CONFIGURATION

The system configuration for this proposal is based upon written specifications, site survey and/or verbal instructions as provided by Ms. Jan Kneip and other hospital staff and associates, regarding the integrated infant tracking security solution for Northern Inyo Hospital located in Bishop, California.

The proposed system will consist of:

1. Accutech Band Removal and cut band software to include graphic display monitoring on each of 2 personal computers as supplied by NIH. PC's can be on network or connected via CAT5 cable between the two computers.
2. zone controllers
3. band removal sensors above ceiling
4. multiplexer and power supply
5. silk-screed graphic alarm display for secondary monitoring in ER
6. central alarm audible sounders
7. brand removal tags and bands

SCOPE OF WORK

MANAGEWARE will provide and install all equipment as identified within this proposal. MANAGEWARE will install zone protection and monitoring as follows:

AREAS OF PROTECTION

1. Front Double Doors into Pediatrics off RAD CT Scan room
2. Front Double Doors into Pediatrics off Office and locker
3. Med Surg Hallway Double Doors
4. Entry Double Doors OB
5. Single Exit Door OB

NURSES STATIONS

1. PC with software in OB
2. PC with software in Ped's

Control Room Pediatric

1. Multiplexer unit
2. Multiplexer power supply
3. Zone controller Units

Hardwired Graphic Alarm Display

1. ER

MANAGEWARE will provide and install all plenum rated cable as required. Cable will be allowed to be pulled without containment tents. MANAGEWARE will provide all fire wall penetrations where necessary and insulate per the standards as set forth in the national electrical code and per the Bio-Med and engineering departments of NIH.

**MANAGEWARE™
CONFIDENTIAL PROPOSAL**

MANAGEWARE will provide final diagnostics, system check out and system training for the nursing staff. It is highly recommended that training be performed for shift managers who then can train individual staff members. MANAGEWARE refers to this as train the trainer. MANAGEWARE will provide as a standard up to 4 hours of programming training at one of the nurse stations between normal working hours of 7AM and 6PM. Training shall be scheduled with project manager prior to installation and system commissioning. Additional training will be performed on a service call basis at normal service hour rates. MANAGEWARE will provide all post installation services on all products identified within this proposal. MANAGEWARE will provide NIH Bio-Med department with level one technical training on system.

FINANCIAL INVESTMENT SCHEDULE

NORTHERN INYO HOSPITAL
BISHOP, CA

#07-0412NIH

EQUIPMENT ITEMIZATION INFANT SECURITY SOLUTION

1. Software for 2 customer provided PC.
2. 5 double door zone controllers and accessories to include: receivers, transmitters, horns, keypads and motion detectors
3. 1 16 channel multiplexer for zone controllers and brand removal/cut band sensors.
4. 1 Power Supply
5. 3-4 band removal sensors for over head monitoring of tag removal
6. 1 customized graphic alarm display, wall mounted in ER
7. 1 starter kit
8. 1 tag activator/deactivator
9. 4 rj45 jack and computer cable kits

EQUIPMENT	\$34,868.00
Sales Tax	\$ 2,877.00
Freight and handling	\$ 200.00
Cable and cable pull	\$ 2,100.00
Installation, final hook up, check out, diagnostics	
System commissioning and in service training:	<u>\$ 8,100.00</u>
Grand Total	\$48,145.00

Additional Pricing: Band Removal Tag: \$130 ea.
Band Removal Bands pack of 25: \$77.00 per pack
Cut Band Tag: \$130 ea
Cut Band bands and accessories pack of 36: \$127.00 per pack

TERMS: PURCHASE:

Equipment: 100% upon delivery of equipment to site.

Installation: 100% net 30 days upon completion. Installation begins when payment of equipment has been received.

ES/Band Removal-Cut Band notification comparative pricing analysis

As discussed in our presentation the basis of the Accutech system begins with the ES zone controllers. If NIH chose to begin with tag detection at zone locations, with graphic alarm displays at Ped's, OB and ER the estimated cost for such a system fully installed would be: \$32,149.00

**MANAGEWARE™
CONFIDENTIAL PROPOSAL**

To upgrade to a fully functional band removal/cut band solution is as indicated in our meeting an additional \$15,996.00.

NOTES:

1. NIH to provide 110V power & power strip where required by MANAGEWARE
2. All materials and labor are subject to preliminary notice and mechanics lien pursuant to California Civil Code sections 3097, 3098.
3. This proposal is valid for 30 days
4. Lead Times are as follows: 2 weeks from customer approval of graphic display design and receipt of purchase order.

SYSTEM SUPPORT & MAINTENANCE

MANAGEWARE provides its customers with all manufacturer warranties on product and factory labor services as published by product manufacturer. MANAGEWARE provides 30 day warranty on installation services from date of completion of installation.

MANAGEWARE standard service rates are as follows:

Monday thru Friday 8AM to 5PM, except holidays: \$110.00 per hour min 2 hrs.

After Hours Monday thru Friday 5PM to 8/AM: \$165.00 per hour min 2 hrs.

Weekends except holiday weekend: \$190.00 per hour min 2 hrs.

Holidays: \$220.00 per hour min 2 hrs

**EXTENDED WARRANTY PROPOSALS WILL BE SUBMITTED UPON REQUEST.
MANAGEWARE OFFERS A VARIETY OF EXTENDED WARRANTY PROGRAMS.
EXTENDED LABOR SERVICES PROGRAMS ARE AVAILABLE TO COVER STANDARD,
AFTER HOURS AND 24/7/365.**

Manufacturers warranty provides 1 year parts and factory labor. This means that customer is entitled to take any product purchased and return it to the manufacturer for repair or replacement as the manufacturer deems appropriate. If customer chooses to have MANAGEWARE provide such service, MANAGEWARE shall charge its normal service labor rate for de-installation and reinstallation services during warranty period of product. Contact MANAGEWARE for RMA (return authorization request) # and shipping instructions to factory. MANAGEWARE highly recommends that the customer contact MANAGEWARE for warranty labor services however it is not mandatory.

This proposal supersedes any other oral or written agreement between the two parties. This agreement shall supersede any written statements and/or representations, terms and conditions on customer purchase order referencing this proposal. Please be advised that any evidence of insurance requirements, indemnification which may require by you calling for additional insured endorsements, special wording and/or clauses, including but not limited to increase and/or additional and excess coverage, will result in additional job cost charges.

ACCEPTED BY:

DATE:

SIGNATURE:

COMPANY:

PURCHASE ORDER NUMBER:

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INTEGRATED SECURITY SOLUTIONS**

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CONTRACT ASSISTANT ■ CONTRACT MANAGEMENT SOFTWARE

When It's Easier to Manage Contracts, You Save Time & Money

THREE CONTRACT ASSISTANT EDITIONS TO FIT ANY SIZE ORGANIZATION AND BUDGET

STANDARD EDITION ■ AFFORDABLE SINGLE-USER

PRO EDITION ■ MULTI-USER LAN VERSION

ENTERPRISE EDITION ■ POWERFUL, SQL-BASED

WHY A CONTRACT MANAGEMENT SYSTEM?

- Businesses today have more contracts than ever — and those contracts are increasingly complex.
- The pressure to drive costs lower has resulted in longer-term agreements with suppliers of all types.
- Organizations need systems to protect them from the costs and risks of less than optimally managing their stacks of agreements.
- Employees responsible for administering contracts are often overstretched, making human error harder than ever to avoid.

HOW CAN CONTRACT ASSISTANT HELP?

- Contract Assistant helps you manage all types of contracts and negotiated agreements.
- With Contract Assistant, you can quickly access important information, receive automatic reminders of critical dates and generate reports.

WHAT RISKS CAN CONTRACT ASSISTANT REDUCE?

- "Lost" contract information
- Unwanted auto-renewals
- Unnecessary expense resulting from duplication or overlap of contracted services
- Missed critical milestones
- Potential liability due to inadvertent breach
- Voiding of contracts due to neglect or inaccurate administration



*For an Evaluation Copy or online Demo,
contact us at 520-299-7146 or 520-577-1715
email: brucetucker@blueridgesoftware.bz
www.blueridgesoftware.bz*



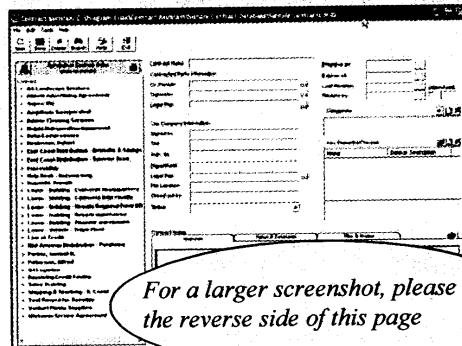
ContractAssistant
Contract Management Solution



CONTRACT ASSISTANT ■ STANDARD EDITION

Ideal for Smaller Organizations. Affordable, single-user Contract Assistant Standard Edition provides easy-to use tools to organize contract information in one place and manage contract details with confidence.

- **Easy Installation** on a single PC
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- **No Training Needed** with onscreen What's This? Help, Quick Start Guide and complete User's Manual



For a larger screenshot, please see the reverse side of this page

Features That Save You Time & Money —

- **Complete electronic record** of each contract's details, all parties involved and deadlines. Decreases risk of lost or misplaced documents, lowers legal research costs, reduces likelihood of disputes and costly litigation
- **Multiple alarms** prevent missed deadlines and unwanted auto-renewals. Set as many alarms for a contract as you need. Receive alerts for key renewal dates, termination dates, and interim milestones
- **Main window display** of Index of contracts with multiple views (alphabetical, by status, and by category within status) and highlights of current contract's key information. Display of "ringing" alarms helps you meet deadlines. Index provides quick access to the specifics of any contract
- **Contract Overview** and **Notes fields** allow you to store an abstract of the contract and associate an unlimited number of uniquely named notes
- **Unlimited user-defined categories** and **key elements/clauses**. Built-in flexibility effectively customizes your database as you add records
- **Files & Images feature**. Link related files and images to a contract, then open and view them from within Contract Assistant
- **One-click sorting** and **easy searching**. Easily find contracts, no more hunting through paper files
- **Easy-to-generate reports** on your entire database or on search results (contracts with sounding and/or past-due alarms, for example)

An Affordable, Flexible, Out-of-the-Box Solution



For an Evaluation Copy or online Demo,
contact us at 520-299-7146 or 520-577-1715
email: brucetucker@blueridgesoftware.bz
www.blueridgesoftware.bz

Contract Assistant C:\Program Files\Contract Assistant\Sample Contract Database\Sample Contracts.mdb

File Edit Tools Help

New Save Delete Search Help Exit

Alphabetical Contracts Index (click to switch)

Contract

- AA Landscape Services
- Abbott Advertising Agreement
- Action Tile
 - With (Action Tile)
 - Status: Active
 - Contract Categories
 - Effective Date: 12/1/2004
 - Expiration Date: 12/1/2007
 - Last Revised: 11/18/2005
 - Review By: 12/1/2006
 - Key Elements/Clauses
 - Contract Notes
- Amplitude Incorporated
- Delene Cleaning Services
- Delphi Refrigeration Equipment
- Delta Compressors
- Desimone, Robert
- East Coast Distribution - Brunello & Savi
- East Coast Distribution - Summer Bros.
- ExpressBuy
- Help Desk - Outsourcing
- Isayoshi, Joseph
- Lease - Building - California Headquarters
- Lease - Building - California R&D Facility
- Lease - Building - Nevada Regional Field
- Lease - Building - Nevada warehouse
- Lease - Building - Phoenix warehouse
- Lease - Vehicle - Truck Fleet
- Line of Credit
- Mid-America Distribution - Petaluma
- Parker, Samuel G.
- Patterson, Alfred

Contract Name: Action Tile

Contracted Party Information

Co. Person: Action Tile

Signed by: Sara Bennington

Legal Rep: Kirsten Johanssen

Our Company Information

Signed by: Fred Anderson

Title: Controller

Adm. by: William Swanson

Department: Procurement

Legal Rep: Martha McKensie

File Location: Purchasing

Checked out by:

Status: Active

Effective on: 12/1/2004

Expires on: 12/1/2007

Last Revision: 11/18/2005 (Alarm/Lead)

Review by: 12/1/2006 10

Categories

Contract Manufacturing Suppliers

Key Elements/Clauses

Name	Date or Description
Early Termination	6/1/2007
Non-compete Clause	Standard clause
Non-disclosure agreem...	New adhesive is top s...
Price Increase	12/1/2006
Product Development	11/10/2006

Contract Notes

Overview Notes & Comments Files & Images

Action Tile is our leading supplier for custom tiles. Their main office is in Minneapolis, with manufacturing plants in the U.S., Mexico, Italy and Yugoslavia.

This is our second long-term contract with Action Tile. (They performed well on the prior contract.)

This contract includes custom tiles (for commercial and residential use) and a number of development projects.

These development projects are:

- Semi-permanent floor tiles (uses new "top-secret" adhesive)
- Faux granite tiles
- Self-stick floor tiles

Contract provides for early termination if Action Tile does not meet specified interim deliverables.

Search by Date and Alarm Status

Basic Contract Selection Criteria

1. Make selection using date

Date is On or After: 9/19/2006 Click to Set a Date Range

2. Status selected apply to the following

Effective Date

Expiration Date

Revision Date

Review By Date

All Elements/Clauses with alarms turned on

3. Specify applicable contract status

Status Selections

Active

Canceled

Expired

Pending

Unclassified

4. Include all contracts with the following

Alarms within their lead-time or set to today's date

Alarms past the assigned date

Advanced Filter Options

Group reporting by category

Turn Category Filter On

Available Categories

- Advertising
- Amplitude Incorporated
- Bank Loan
- Building Lease
- Building Maintenance
- Consulting
- Contract Manufacturing
- Debt
- Real-secured
- Distribution
- Eastern Region
- Employment

Turn Element Filter On

Available Elements

- 1st Payment
- Accounting Review 2005 Spend
- 2nd Payment
- Field Review
- Aggregate Limit
- Amendment - 1st
- Amendment 2nd
- Annual Marketing Plan
- Annual Rent Increase
- Auto Renewal
- Bid for Apples #2765
- Board Approval Date
- Bruce Has It
- Construction Start Date

Process Exit Refresh Available Filter List

Key Elements/Clauses Maintenance

Element / Clause: Price Increase

Text Display: Automatic annual increase Show Text

Date Display: 12/1/2006 Show Date

Use date as: Alarm 90 Lead Time

Display Note (255 Char. max): Price will automatically increase 5% annually unless negotiated otherwise.

Facilitate multiple element fields

Accept Cancel

Contract Notes

Overview Notes & Comments Files & Images

Decorative Tile Project 1	Decorative Tile Project 2	Faux granite tile project	Floor Tile Development
Action Tile is working to develop a line of decorative tiles for us. Pricing: high-end (see contract for specific parameters)	Development of prototypes is going well. They're about to begin the pilot project in New Mexico. After the proofing run, they'll distribute samples to their test marketing groups on the Eastern seaboard	Development provision of contract	Action Tile is involved in the development of a new line of semi-ornament floor tiles for us. This

Contract Notes

Overview Notes & Comments Files & Images

File Name	Path
CA Software License Agreement.doc	I:\Blueridge Contract Repository\
Contract Assistant Brochure.pdf	I:\Blueridge Contract Repository\
Contract Assistant Pricing.pdf	I:\Blueridge Contract Repository\
Contract Asst Enterprises Specifications.pdf	I:\Blueridge Contract Repository\

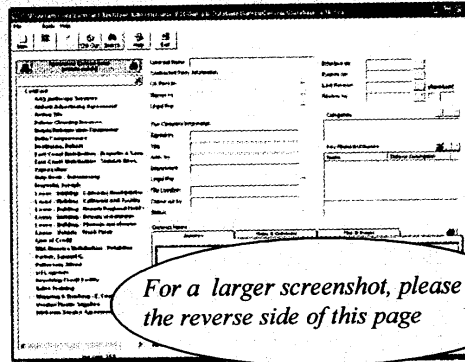
This is the boilerplate license agreement that is currently out for their review.

CONTRACT ASSISTANT ■ STANDARD EDITION

CONTRACT ASSISTANT ■ PRO EDITION

Designed for Small-to-Mid-Sized Organizations or Business Units. The multi-user PRO Edition of our contract management software allows networked users access to your Contract Assistant databases.

- **Same Intuitive User Interface** and familiar Windows features
- **Same Robust Help** with onscreen Help, Quick Start and complete Manual
- **More Power, More Flexibility**



For a larger screenshot, please see the reverse side of this page

All Our Easy-to-Use Tools

- **Complete electronic record** decreases risk of misplaced documents and costly litigation
- **Multiple alarms** prevent missed deadlines and unwanted auto-renewals
- **Main window display** of Index, "ringing" alarms, and highlights of current contract
- **Contract Overview** and **Notes** fields. Store a contract abstract and notes
- **Unlimited user-defined categories** and **key elements/clauses**
- **Files & Images feature.** Link and open related files and images
- **One-click sorting** and **easy searching.** No more hunting through paper files
- **Easy-to-generate reports** on your entire database or on search results

Plus –

- **Multi-user.** Access by up to 5 users, with additional user licenses available
- **Two-level security by database.** Assign Update or Read Only privileges
- **Customizable fields** enable you to tailor your database to your needs
- **Additional search filters.** Easily conduct more complex searches
- **Report viewer.** Search locally within major text fields. Save and export reports
- **Supports the larger databases** of mid-sized organizations or business units
- **Upgrade path with easy conversion** of existing Contract Assistant databases

An Affordable, Flexible, Out-of-the-Box Solution



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email: brucetucker@blueridgesoftware.bz
www.blueridgesoftware.bz*

C:\Program Files\Contract Assistant Administrator\361Sample Database\SampleContractDatabase_v36.1ca

File Edit Tools Help

New Save Delete Chk Out Search Help Exit

Alphabetical Contract Index (click to switch)

Contract

- AA Landscape Services
- Abbott Advertising Agreement
- Action Tile
 - WRH (Action Tile)
 - Status: Active
 - Contract Categories
 - Contract Manufacturing
 - Suppliers
 - Effective Date: 12/1/2004
 - Expiration Date: 12/1/2007
 - Last Revised: 11/8/2005
 - Review By: 12/1/2006
 - Key Elements/Clauses
 - Early Termination (6/1/2007)
 - Non-compete Clause
 - Standard clause
 - Non-disclosure agreement
 - New adhesive is top secret
 - Price Increase (12/1/2006)
 - Automatic annual increase
 - Product Development (11/10/21)
 - Revolutionary adhesive
 - Contract Notes
 - Decorative Tile Project 1
 - Decorative Tile Project 2
 - Faux granite tile project
 - Floor Tile Development
 - Self-stick tiles
 - Dalene Cleaning Services
 - Dehoh Refrigeration Equipment

Contract Name: Action Tile

Contracted Party Information

Co. Person: Action Tile

Signed by: Sara Bennington

Legal Rep: Kristen Johanssen

Effective on: 12/1/2004

Expires on: 12/1/2007

Last Revision: 11/8/2005 (Alarm/Lead)

Review by: 12/1/2006 10

Categories

Contract Manufacturing Suppliers

Key Elements/Clauses

Name	Date by Description
Early Termination	6/1/2007
Non-compete Clause	Standard clause
Non-disclosure agreement...	New adhesive is top s...
Price Increase	12/1/2006
Product Development	11/10/2006

Our Company Information

Signed by: Fred Anderson

Title: Controller

Adm. by: William Swanson

Department: Procurement

Legal Rep: Martha McKensie

File Location: Purchasing

Chked out by:

Status: Active

Contract Notes

Overview Notes & Comments Files & Images

Action Tile is our leading supplier for custom tiles. Their main office is in Minneapolis, with manufacturing plants in the U.S., Mexico, Italy and Yugoslavia.

This is our second long-term contract with Action Tile. (They performed well on the prior contract.)

This contract includes custom tiles (for commercial and residential use) and a number of development projects.

These development projects are:

- Semi-permanent floor tiles (uses new "top-secret" adhesive)
- Faux granite tiles
- Self-stick floor tiles

Contract provides for early termination if Action Tile does not meet specified interim deliverables.

Use count: 15/5

Search by Date and Alarm Status

Basic Contract Selection Criteria

1. Make selection using date

Date is C

Available Co./Firms

2. Dates

3. Specific

Status

4. Include all contracts with the following

Alarms within their lead-time or set to today's date

Alarms past the assigned date

Effective help explaining the various search options is available in What's This Help and the Contract Assistant User's Guide.

Advanced Filtering Options

Building Lease

Annual Rent Increase

Penalties

Match Any Match All

Select even if no categories

Select even if no key elements

Match Co./Firm To

Our Legal Rep.

Their Legal Rep.

Contracted Party

Select even if no Co./Firm Assigned

Select even if no department

Key Elements/Clauses Maintenance

Element / Clause: Price Increase

Text Display: Automatic annual increase

Date Display: 12/1/2006

Use date as: Alarm 30 Lead Time

Display Note (255 Char. max): Price will automatically increase 5% annually unless negotiated otherwise.

Facilitate multiple element edits

Accept Cancel

Contract Notes

Overview Notes & Comments Files & Images

Decorative Tile Project 1	Action Tile is working to develop a line of decorative tiles for us. Pricing: High-end (see contract for specific parameters). Application: Decorative accents for backsplashes, counter-tops, shower walls
Decorative Tile Project 2	Development of prototypes is going well. They're about to begin the pilot project in New Mexico. After the proofing run, they'll distribute samples to their test marketing groups on the Eastern seaboard
Faux granite tile project	Development provision of contract. Exploratory work to develop a line of tiles that are an aesthetic and functional substitute for granite at significantly lower cost.
Floor Tile Development	See sample colors: attached in Files & Images
	Action Tile is involved in the development of a new line of semi-permanent floor tiles for us. This

Contract Notes

Overview Notes & Comments Files & Images

File Name	Path
CA Software License Agreement.doc	f:\Blueridge Contract Repository\
Contract Assistant Brochure.pdf	f:\Blueridge Contract Repository\
Contract Assistant Pricing.pdf	f:\Blueridge Contract Repository\
Contract Asst Enterprise Specifications.pdf	f:\Blueridge Contract Repository\

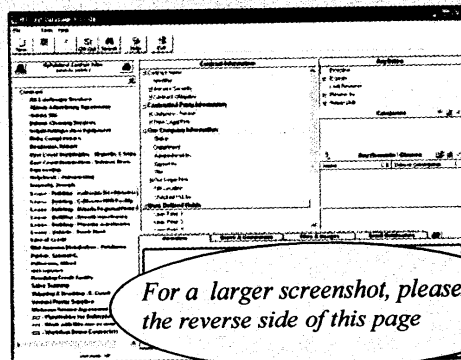
This is the boilerplate license agreement that is currently out for their review.

CONTRACT ASSISTANT ■ PRO EDITION

CONTRACT ASSISTANT ■ ENTERPRISE EDITION

Our Most Comprehensive, Powerful Contract Management Software.
Contract Assistant Enterprise Edition is designed to meet the needs of larger workgroups or organizations, with features and scalability to accommodate very large databases.

- **Intuitive User Interface** and **Robust Help**
- **More Power, Multi-level Security**
- **Email Notification, Custom Reporting**



All Our Easy-to-Use Tools

- **Complete electronic record**
- **Unlimited alarms**
- **Main window display** of Index, "ringing" alarms, and highlights of current contract
- **Unlimited user-defined categories** and **key elements/clauses**.
- **Files & Images feature** allows linking and opening of related files and images

Plus –

- **Email notification of alarms** automatically reminds responsible parties to take action
- **Contract identifier** (with auto-assign option) provides added control
- **Multi-level security**, including contract record-level security and user access groups
- **More customizable fields** to meet the specific needs of your organization
- **Financial summary fields** & monetary key elements allow at-a-glance tracking and reporting of summary contract parameters
- **Advanced field (Boolean) and full-text (keyword/phrase) searching** provide the power you need to manage large contract databases. Create a library of saved private and public searches
- **Custom reporting**. Report on any fields. Report on all contracts to which the user has access or on search results. Create a library of reports for distribution and future use
- **Contract Overview** and **Notes fields hold lengthy documents**. Store contracts or related information. Both fields now searchable via full-text search
- **Supports very large databases**. SQL-based. Scalable for large numbers of users
- **Upgrade path with easy conversion** of existing Contract Assistant databases

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BT Test Database 9/17/06

File Edit Tools Help

New Save Delete Cut Out Copy Search Help Exit

Alphabetical Contract Index (click to switch)

Contract

- AA Landscape Services
- Abbott Advertising Agreement
- Action Title
- Dalene Cleaning Services
- Delphi Refrigeration Equipment
- Delta Compressors
- Deslmon, Robert
- East Coast Distribution - Brunello & S
- East Coast Distribution - Sumner Bros**
- ExpressBuy
- Help Desk - Outsourcing
- Hayashi, Joseph
- Lease - Building - California Headqua
- Lease - Building - California R&D Facili
- Lease - Building - Nevada Regional Fie
- Lease - Building - Nevada warehouse
- Lease - Building - Phoenix warehous
- Lease - Vehicle - Truck Fleet
- Line of Credit
- Mid-America Distribution - Potakuma
- Parker, Samuel G.
- Patterson, Alfred
- 04 Logistics
- Revolving Credit Facility
- Sales Training
- Shipping & Trucking - E. Coast
- Venturi Plastic Supplies
- Wickerns Service Agreement
- zzz - Placeholder for Boilerplate
- zzz - Work with this one as new

Contract Information

Contract Name: East Coast Distribution - Sumner Bros.

Identifier: EC-157

Access Security: Privileged

Contract Obligation: 875,000.00

Payments to Date: -450,000.00

Balance to Pay: 425,000.00

90% of Cont. Obl.: 787,500.00

Value 4

Final Payment: 425,000.00

Contracted Party Information

Company / Person: Sumner Brothers Marketing Services

Main Contact

Signed by: William Sumner

Title: CEO

Their Legal Firm: Ungerfeldt, Pischwar & Korn

Our Company Information

Status: Active

Department: Sales

Administered by: Martin Gitlin

Key Dates

Effective: 3/1/2005

Expires: 3/1/2008

Last Revision: 4/24/2005

Review by: 1/31/2008

Retain Until

Categories

Distribution: Marketing

Non-compete Agreement

Key Elements / Clauses

Name	\$	Date or Description
2nd Payment	\$	Paid in Full
90% of Balance to Pay	\$	787,500.00

Reference documents are now in the archives - see attached spreadsheet

Overview Notes & Comments Files & Images Email Notification

Exclusive distribution rights for East Coast territory.

DISTRIBUTOR AGREEMENT

THIS DISTRIBUTOR AGREEMENT (this "Agreement") is made and entered into effective as between ABC COMPANY INC ("ABC"), and SUMNER BROTHERS MARKETING SERVICES.

1. Definitions

For purposes of this Agreement, the following terms shall have the respective meanings:

1.1 "Affiliates". The term "Affiliates" shall, with respect to a party to this Agreement, directly or indirectly control, or are controlled by, or are under common control with that party, such party's subsidiaries, parent and affiliated companies.

Updated: East Coast Distribution - Sumner Bros. Use count: 1/5

Key Elements/Clauses Maintenance

Key Element/Clause

Key Element Basic Information

Key Element Name: \$ 1st Payment

Short Text: Paid in Full

Date: 6/1/2005

Use as Alarm

Lead Time: 0

Key Element Note: Reference documents are now in the archives - see attached spreadsheet

Show Which: Show Short Text

Key Element Monetary Information

Monetary Value: -175,000.00

Sum Info Options

Contract Obligation:

Payments to Date:

Balance to Pay:

90% of Cont. Obl.:

Value 4:

Final Payment:

Search by Date and Alarm Status

Basic Contract Selection Criteria

1. Make selection using date

Date is On or After: 9/19/2006

2. Dates selected

Effective Date

Expiration Date

Revision Date

Review by Date

Retention Date

All Elements OK

3. Specify applicability

Status Selections

Select all statuses

Status Select

< None Assigned

Active

Archived

Canceled/Terminated

Cincinnati

4. Include all contracts

Alarms within 10 days

Alarms past the 10 days

Advanced Filtering Options

Category Filter is Off

Key Element Filter is Off

Keyword Search & Field Filters

Search Item Selections

Match	Item to Match	Free Form	Hint
<input type="checkbox"/>	Value 4	<input type="checkbox"/>	
<input type="checkbox"/>	Final Payment	<input type="checkbox"/>	
<input type="checkbox"/>	Our Legal Rep.	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Administered by	<input type="checkbox"/>	%Richard La Plu*
<input type="checkbox"/>	Like	<input type="checkbox"/>	
<input type="checkbox"/>	Signed by (Our Company)	<input type="checkbox"/>	
<input type="checkbox"/>	Title (Our Company)	<input type="checkbox"/>	
<input type="checkbox"/>	File Location	<input type="checkbox"/>	

Search Patterns

Enter Search String in Box Below

Match Any

Keyword(s) Full Text Search

Last Full Index Population: 9/17/2006 1:05:54 PM

Note: The conventions used to specify a full-text search vary from those used to match data in a field. Check available documentation or help screens for further information.

Indexed Search Items

Search All Indexed Items

FTS Indexed Columns

Overview

Note

Note Recap

Key Element Note

Key Element Text

File Description

Select type of search

< BYPASS FTS SEARCH >

View Search String

Enter keyword(s) and/or search phrase below

Overview Notes & Comments Files & Images Email Notification

Note Name: Note Recap

Note Sequence: NDA for all parties

Multi-Party

Sales Targets: Sales Targets - Termination - 1st year only

Overview Notes & Comments Files & Images Email Notification

File Name: Path

Contract Assistant Pricing.pdf (E:\Bueridge Contract Repository)

Contract Asst Enterprise Specifications.pdf (E:\Bueridge Contract Repository)

Overview Notes & Comments Files & Images Email Notification

Automatic Email Notification Rules

Recipient's Information

Contract Event Triggers

When it is about to expire:

When it is to be renewed:

When its retention expires:

When a key element expires: Selective Reporting

Specify Key Element(s)

Notification Frequency: Once Daily

Contract Details/Forms Requiring Your Attention - Message (Rich Text) - Western European (Windows)

Hi EA - You just need look above the

Subject: Contract Assistant Pricing.pdf

From: Contract Assistant Pricing Services (bueridge@bueridge.com)

To: bue@bueridge.com

Subject: Contract Details/Forms Requiring Your Attention

The following contract(s) have alert events that require they be brought to your attention for possible action. Information related to these contract(s) is as of Tuesday September 19, 2006.

***** Contract Notification Alert Information *****

Contract Name: Action Title

Key Element/Clauses: RISK Increase (Automatic increase), Each date is Friday December 1, 2006 it will become due in 73 day(s).

Special message: Action Title needs to be notified before we take action on any of the items that we're allowed

Contract Name: Lease - Building - California Headquarters

Revised by date: Lease date is Tuesday October 17, 2006 it will become due in 28 day(s).

Special message: Check with Paula - make sure that you've reviewed the new lease and the

CONTRACT ASSISTANT ■ ENTERPRISE EDITION

CONTRACT ASSISTANT ■ FEATURES

Three Editions — Same Intuitive User Interface

	STANDARD	PRO	ENTERPRISE
<i>Information</i>			
Complete electronic record	■	■	■
Supports multiple databases	■	■	■
Store Overview of contract	■	■	■
Link & open related Files & Images	■	■	■
Contract Identifier (with option to auto assign)			■
Store lengthy documents in Overview & Notes			■
Financial summary fields			■
<i>Security</i>			
Read/write or read only by database		■	
Contract record level security			■
Security Access Groups			■
<i>Alarms</i>			
Unlimited alarmable events per contract	■	■	■
Main window display of "ringing" alarms	■	■	■
Automatic email notification of alarms			■
<i>Searching</i>			
Simple to advanced searches	■	■	■
Additional advanced filters		■	■ ■
Advanced field (Boolean) searching			■
Full-text (key word/phrase) search			■
Saved searches			■
Ability to share saved search structure			■
<i>Flexibility</i>			
Unlimited user-defined categories	■	■	■
Unlimited user-defined key elements	■	■	■
Monetary key elements			■
Customizable fields		■	■ ■
Customizable Status list			■
Customizable pull-down Department list			■
<i>Reporting</i>			
Easy standard reporting	■	■	■
Save, export and email reports		■	■
Custom reporting			■



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CONTRACT ASSISTANT ■ PRICING

STANDARD EDITION ■ SINGLE-USER VERSION **\$899**
For use on one PC

PRO EDITION ■ BASE 5-USER LICENSE **\$3,499**
Local area network product designed for small workgroups

ENTERPRISE EDITION ■ BASE 5-USER LICENSE **\$8,999**
SQL Server/Client LAN/WAN product for small-to-large workgroups

OPTIONAL ANNUAL MAINTENANCE ■ 18% of the total purchase price
*Provides access to technical support via telephone (rather than email alone, which is free for the first year).
Also includes any product updates released during the term of the agreement.*

UPGRADE PATH ■ 100% of price applies for 1 year after purchase
*100% of the purchase price can be applied to a more powerful version within one year from the date of purchase. After one year, 50% may be applied.
Easy "one-click" conversion of existing Contract Assistant databases.*

ADDITIONAL USER LICENSES ■ Graduated scale (see below)
Pricing for additional seats works on a graduated scale, dependent upon the total number of seats purchased.

PRO Edition - Additional Licenses (beyond basic 5)

1-4	\$299
5-9	\$269
10+	\$229

Example: If today you purchase two additional licenses, you would pay \$299 each. If you later purchase three more licenses, you would pay \$269 for each of those.

Enterprise Edition – Additional Licenses (beyond basic 5)

1-9	\$599
10-24	\$529
25-49	\$449
50-99	\$379
100+	\$299
Unlimited	\$59,999 (includes the base license)

Example: If today you purchase three additional licenses, you would pay \$599 each. If you later purchase eight more licenses, you would pay \$529 for each of those.

Prices subject to change without notice.

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CONTRACT ASSISTANT ■ SYSTEM REQUIREMENTS

STANDARD EDITION

Single-User Software

PC running Microsoft Windows 2000 or XP
50 MB of disk space during install
CD ROM
Monitor with minimum resolution 1024 x 768

PRO EDITION

Client/Administrator

PC running Microsoft Windows 2000 or XP
50 MB of disk space during install
CD ROM
Monitor with minimum resolution 1024 x 768
Network access

Server

Network disk space varies with number of users (minimum 10MB)

ENTERPRISE EDITION

Client/Administrator

PC running Microsoft Windows 2000 or XP
Minimum memory 256MB (500+ recommended)
Disk space 75MB to install. 25MB minimum after installation
Monitor with minimum resolution 1024 x 768
Network Connection

Server

MS SQL Server 2005 or 2000 (SP3 or later)
Server memory 500MB minimum (1GB+ recommended)
Disk space 100MB recommended (Assuming use of Full-Text search)
Does not include backup. Assumes reasonable management of log files
Addressable SMTP server if using E-mail Alerts



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Quotation

Date	Quotation #
9/6/2007	4846

Quotation prepared for:
John Halfen N. Inyo Hospital 150 Pioneer Lane Bishop, CA 93514

Terms	Valid Through	Rep
Net 30	10/6/2007	BT

Qty	Description	Price Each	Total
1	Contract Assistant Professional Edition (Basic License includes 5 users)	3,499.00	3,499.00T
1	Annual Support and Maintenance @ 18% (OPTIONAL)	629.82	629.82

Please remit to address shown below.		Subtotal	\$4,128.82
--------------------------------------	--	-----------------	------------

Phone #	Fax #	E-mail	Sales Tax (7.75%)	\$271.17
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(949) 509-7500	(949) 715-1743	accounting@blueridgesoftware.bz	Total	\$4,399.99
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Blueridge Software, Inc., 30025 Alicia Parkway, Suite 138, Laguna Niguel, California, 92677-2090

THIS SHEET

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INTENTIONALLY

**AGREEMENT FOR EMERGENCY CALL COVERAGE
FOR THE NORTHERN INYO HOSPITAL RURAL HEALTH CLINIC**

THIS AGREEMENT, IS MADE AND ENTERED INTO EFFECTIVE this 1st day of April, 2007 (hereinafter "Effective Date") by and between NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT (hereinafter "District"), and _____, M.D., (hereinafter "Physician") with respect to the provision of Emergency Service call coverage for professional medical services for Northern Inyo Hospital (hereinafter "Hospital") in accordance with the recitals, terms, and conditions set forth herein.

**I
RECITALS**

1.01. District is a California Hospital District organized and existing pursuant to the California Local Health Care District Law (*Health & Safety Code, section 32000, et seq.*), with its principal place of business at 150 Pioneer Lane, Bishop, California.

1.02. District operates Northern Inyo Hospital (hereinafter "Hospital"), a general acute care hospital, at 150 Pioneer Lane, Bishop, California.

1.03. The Hospital operates, and desires to continue to operate a provider based Rural Health Clinic, and, in order to do so, requires the services of appropriately qualified California licensed physicians to provide emergency Medical Services *coverage* for said Clinic.

1.04. Physician is licensed to practice medicine in the State of California, is certified by the American Board of Family Practice, and or Internal Medicine, and or other appropriate certification, and has training and experience in providing Medical Services.

1.05. Physician has been granted Medical Staff privileges by the District Board to perform Medical Services (hereinafter "Medical Service Privileges").

1.06. Physician is required by the Hospital's *Medical Staff Bylaws, section 2.4.13*, as a condition for obtaining and maintaining Medical Staff membership or privileges, to "[s]erve on call for Hospital emergencies on a scheduled basis, if granted membership as an Active Staff member or Provisional Active Staff member."

NOW, THEREFORE, THE PARTIES, in consideration of the covenants set forth below, agree as follows:

**II
COVENANTS OF THE PARTIES**

2.01. Covenants of Physician: Physician shall, continuously throughout the term of this Agreement and as otherwise expressly provided herein:

(a) Maintain membership on the Active Staff or Provisional Active Staff and Physician's Medical Privileges and related Medical Staff Privileges.

(b) Provide “On-call Medical Services,” (defined as the admission, daily medical management, and discharge of Rural Health Clinic patients) by being available to and, if called, providing on-call coverage to the Hospital’s Emergency Service within the scope of “Medical Privileges”. Specifically, Physician shall be available by telephone or other appropriate means and, when medically indicated or otherwise specifically requested by authorized Hospital personnel or Medical Staff member or Temporary Privileges Practitioner, such as a locum tenens, shall promptly be in actual physical presence to provide the emergency Medical Services coverage at all such times as Physician is scheduled to be on-call for Medical Services. Physician’s response by telephone, other appropriate means, and /or physical presence shall be within the response time for medical management required by applicable Medical Staff Bylaws, Rules, and Regulations.

(c) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature, for which he may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [*i.e.*, more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract he may enter with a value of more than Ten Thousand Dollars (\$10,000) or for more than a 12-month period, when said sub-contract is with a related organization.

(d) At all times comply with all relevant bylaws, policies, rules and regulations of the Hospital and the District, and with all applicable law, including, but not limited to, all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations.

(e) Physician shall be personally responsible for providing the On-call Medical Services required by this Agreement. However, District expressly agrees that said services may be performed by such other qualified physicians as the Physician may employ or otherwise engage to provide such coverage so long as each such physician meets the requirements for and has been granted the appropriate Medical Staff privileges and has otherwise received prior approval in writing by the Hospital Administrator.

(f) Physician shall be excused from providing call coverage for the District, subject to section 2.4.13 of the Medical Staff By-laws, in the event of illness, injury, death or other emergency which prevents him from providing such on call coverage and not being reasonably able to secure the services of another qualified physician to provide such on call coverage pursuant to paragraph (e) above.

2.02. Covenants of District: District shall pay Physician for each seven day week for which Physician is scheduled for On-call Medical Services to be provided by Physician or by other qualified physicians employed or engaged by Physician pursuant to Section 2.01 above, and on which Physician provides On-call Medical Services, (herein "Physician Compensation Days") at the following rates:

One thousand five hundred (\$1,500) dollars per week.

2.03. Not an Exclusive Contract: Each party acknowledges that the rights and obligations Created under this Agreement are not exclusive to Physician; that said rights and obligations, as well as other rights and obligations, are available to any other licensed and qualified physician who may hereafter obtain and maintain membership on the Hospital's Active or Provisional Active Medical Staff and obtain and maintain similar privileges, including Medical Service privileges, and that, should such events occur, this Agreement will be deemed modified so as to alter the frequency that Physician may be on call. In this regard, Physician acknowledges that District may contract with any other physician so qualified to render the identical or similar services as those described in this Agreement, and for a different term.

2.04. Recruitment: Each party acknowledges and agrees that it is in the best interests of the parties, of the residents of the District, and of the public health, to encourage other licensed Physicians with qualifications which would allow them to obtain membership on the Hospital's Active or Provisional Medical Staff, and similar privileges to these now held by Physician and described in Section 1.05 above, including Medical Service, to apply for and obtain such membership and privileges.

2.05. No Profit or Gain: The parties acknowledge and agree that, consistent with the District's duties pursuant to applicable law, there is no intent or contemplation that the District shall realize a profit or gain from this Agreement, and the provisions of this Agreement shall be construed or interpreted in a manner consistent with the absence of such intent or contemplation.

2.06. Reasonable Fees and Charges: Each party acknowledges that the District will use its best efforts to insure that fees and charges to patients which result from this Agreement shall be reasonable, fair, and consistent with the basic commitment of the District to provide adequate health care to all residents within its boundaries. Physician warrants that Physician's fees and charges to Hospital's patients for professional medical services rendered to them as the result of Physician fulfilling the On-call Medical Services obligations pursuant to this Agreement shall be reasonable and not excessive when compared to customary fees and charges for such services in the community served by the Hospital.

2.07. Scheduling Conflicts: The parties agree that, should the District contract with any other qualified physician to render identical or similar services as those described in this Agreement, and should a scheduling conflict arise between Physician and any such other physician regarding their specific obligations to serve on call to the Hospital's Emergency Service as required by Medical Staff Bylaws, section 2.4.13, the final decision in such conflicts shall be vested in the Medical Staff Executive Committee.

2.08. **No Referral Inducements.** No payment or other consideration shall be made by either party for the referral of patients to the Hospital or any other health facilities of the District.

III GENERAL PROVISIONS

3.01. **Term:** The term of this Agreement is from the Effective Date through June 30, 2011.

3.02. **Integration:** This is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and/or contemporaneous oral and/or written agreements. It may be modified only by a writing signed by both parties.

3.03. **Independent Contractor:** In this performance of his duties and obligations under this Agreement, it is mutually acknowledged and agreed that:

(a) No relationship of employer and employee is created by this Agreement. Physician is at all times acting and performing, and will act and perform, as an independent contractor. Physician shall have sole authority and responsibility for exercise of Physician's professional medical judgment and the methods by which Physician performs professional medical services. Hospital will neither have nor exercise any control or direction over the methods by which Physician shall perform the professional medical services required under this Agreement. Physician shall, however, at all times, perform said services in compliance with currently applicable medical standards and practices and in accord with the District's *By-Laws*, the Hospital's *Medical Staff Bylaws*, all applicable State of California and Federal law, the Hospital's *Rules and Regulations*, and applicable standards of the Joint Commission on the Accreditation of Healthcare Organizations.

(b) No act, commission, or omission of Physician rendered pursuant to this Agreement is intended to be construed to make or render Physician an agent or employee of the District or Hospital;

(c) It is the intent of the parties that Physician be an independent contractor and not an employee in the performance of his duties under this Agreement;

(d) Physician shall continuously maintain professional liability insurance in force that meets the requirements of the Hospital's Medical Staff Bylaws section 2.3.2. Physician shall defend, indemnify, and hold harmless the District from liability for any and all claims arising out of or related to performance of Physician's duties under this Agreement by Physician or by any physician employed or engaged by Physician pursuant to Section 2.01(e) above.

3.04. Notice: Whenever, under the terms of this Agreement, written notice is required or permitted to be given, such notice shall be deemed given when it is deposited in the United States mail, first class postage prepaid, addressed as follows:

District: Administrator
Northern Inyo Hospital
150 Pioneer Lane
Bishop, California 93514

Physician: _____

Bishop, CA 93514

or to such other address as either party may specify, by written notice under this section.

3.05. Early Termination: Notwithstanding the provision of Section 3.01 above, District may terminate this Agreement immediately upon the occurrence of any of the following:

- (a) Loss of Hospital Active Staff or Provisional Active Staff membership, loss or restriction of license to practice medicine, or loss of or voluntary or involuntary restriction or relinquishment of Medical Staff privileges required to render services under this Agreement;
- (b) Physician's inability, refusal, or unavailability to render services under this Agreement;
- (c) Appointment of a receiver of the assets of Physician, an assignment by Physician for the benefit of his creditors, or any action taken or suffered by him, with respect to him, under any State or federal bankruptcy or insolvency law;
- (d) Closure, sale, or other transfer of the Rural Health Clinic and/or Hospital.

3.06. Termination by the Parties: Notwithstanding the provision of Sections 3.01 and 3.05 above, either party may terminate this Agreement, without cause, sixty (60) days after written notice of termination is given to the other party.

3.07. Medical Records: All medical records of the Hospital's Emergency Service and Rural Health Clinic are the property of the Hospital and shall be retained on the Hospital premises. Physician shall have access to, and may photocopy, such documents and records as may be required for the care of his patients or to perform his duties under this Agreement, provided only that he gives reasonable notice to the Hospital. Physician shall promptly complete all reports required of

him by the Hospital for the performance of his duties under this Agreement and comply with all Confidentiality laws.

3.08. Assignment: Except as expressly provided in Section 2.01 (e), nothing contained in this Agreement shall be construed to permit assignment by Physician of any rights or duties under this Agreement, and such assignment is expressly prohibited without the written consent of the District.

3.09. Inurement: Subject to the provisions of Section 3.08 above, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, assigns, agents, personal representatives, conservators, executors, administrations, and trustees of the parties.

3.10. Gender and Number: Use of the masculine, feminine, or neuter gender, and/or of the singular or plural number, shall include the other when the context shall indicate.

3.11. Governing Law. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement at Bishop, California, effective on the day, month and year first above written.

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

By: _____
Peter J. Watercott, President
Board of Directors

Physician

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**AGREEMENT FOR SERVICES OF CHIEF OF
NORTHERN INYO HOSPITAL
ELECTROCARDIOGRAPHIC
DEPARTMENT**

THIS AGREEMENT MADE AND ENTERED INTO this 1st day of October 2007, by and between NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT (hereinafter "Hospital") and ASAO KAMEI, M.D. (hereinafter "Physician").

**I
RECITALS**

- A. Hospital is located at 150 Pioneer Lane, Bishop, California, and operates therein a service designated as the Electrocardiography Department (hereinafter "EKG Department").
- B. Physician is a sole practitioner licensed to practice medicine in the State of California, and is a Diplomate of the American Board of Internal Medicine. Physician has represented, and does represent, to the Hospital that, on the basis of his training or experience, he is knowledgeable in the interpretation of electrocardiographs (hereinafter "EKGs") and is readily available to interpret EKGs.
- C. Hospital desires to contract with Physician to provide professional interpretation of EKGs done on patients at the Hospital and to serve as the physician in charge of the EKG Department (hereinafter "Chief").
- D. The parties desire to enter this Agreement to provide a complete statement of their respective duties and obligations.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, the parties agree as follows:

**II
COVENANTS OF PHYSICIAN**

- I. Physician shall perform the following services:
 - a. Be available as a paid physician to provide interpretation of all full and partial cardiac function studies performed by the EKG Department within a response time that is in accord with the standards of the Hospital and its Active Medical Staff. Physician shall have no exclusive right to read EKGs performed at the Hospital and acknowledges that EKGs and treadmill studies may be read by any other physician deemed qualified to do so by the Active Medical Staff.

- b. As Chief, Physician will be responsible for interpretation of all EKGs done on patients in the Hospital emergency room, and Hospital outpatients, inpatients, and pre-operative patients, and will perform such duty no later than 24 hours after the EKG has been created. Although EKGs ordered by another internal medicine specialist or cardiologist may be interpreted by that person, Physician shall read any EKG done in the Hospital, regardless of who ordered it, if said EKG has not been read within 24 hours of its creation, provided that Physician shall complete such reading within 48 hours of the EKG's creation. Further, Physician will read any EKG, regardless of who ordered it, done in preparation for any type of surgery, whether emergency or elective, if said EKG has not been read within a reasonable time prior to the time scheduled for said surgery.
- c. Physician, in his role as Chief, may read any EKG done in the Hospital.
- d. Make recommendations to appropriate members of the Hospital Medical Staff, Hospital administration, and the Hospital staff, with respect to policies and procedures of the EKG Department.
- e. Participate in retrospective evaluation of care provided in the EKG Department.
- f. Insure that the department is operated in accordance with all the rules and regulations as may be promulgated by any State, Federal, or local jurisdiction, as well as any credentialing agency that the Hospital aspires to attain.
2. Physician shall at all times comply with the policies, rules, and regulations of the Hospital, subject to State and federal statutes covering his practice. No part of the Hospital premises shall be used, at any time, by Physician for the general practice of medicine except during the exercise of privileges granted Physician as a member of the Hospital Medical Staff.
3. Physician acknowledges Hospital policy with respect to providing EKGs and EKG interpretations to Hospital employees without charge or on a discount basis, and agrees that his compensation under Paragraph 7 shall be adjusted accordingly.
4. Physician agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature, for which he may claim payment or reimbursement from the Hospital. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers and records. Physician further agrees to transfer to the Hospital, upon termination of this Agreement, any books, documents,

papers or records, which possess long-term (ie. more than four (4) years) value to the Hospital. Physician shall include a clause providing similar access in any subcontract he may enter with a value of more than \$10,000, or for more than a 12 month period, when said sub-contract is with a related organization.

5. Physician shall, at all times, comply with all relevant policies, rules and regulations of the Hospital, subject to State and federal statutes governing the practice of medicine.

III

COVENANTS OF THE HOSPITAL

6. Hospital shall furnish, for the use of Physician in rendering services hereunder:

- a. Sufficient space in the Hospital to enable him to perform his duties under this Agreement; and,

- b. Ordinary janitorial and in-house messenger service, and such electricity for light and power, gas, water, and heat as may be required by him to perform his duties under this Agreement.

- c. Hospital shall pay Physician, for his services as Chief, an administrative fee of \$1,600.00 per month. In addition, Physician shall be paid \$7,600 per month for professional fees, as listed in Exhibit A for these interpretations. Said sums are payable on the tenth (10th) day of the calendar month immediately following the month that the service was performed. Payments made pursuant to this Paragraph 7 shall be deemed Physician's full, complete, and reasonable compensation for services under this Agreement.

Hospital shall bill for and retain for all professional fees in Exhibit A.

IV

GENERAL PROVISIONS

1. Services to be performed by Physician under this Agreement may be performed by other physicians who are approved in writing (which approval is revocable) by Hospital and who shall be members of the Hospital Medical Staff. Physician shall provide an acceptable substitute to perform his duties hereunder during such time as he is absent due to illness, vacation, or attendance at scientific or medical meetings. Notwithstanding anything to the contrary contained herein, Physician shall not have the right to assign this agreement, or any rights or obligations there under, without the written consent of Hospital first had and obtained.

2. In the performance of his duties and obligations under this Agreement, it is further mutually understood and agreed that:

a. Physician is at all times acting and performing as an independent contractor; that Hospital shall neither have nor exercise any control or direction over the methods by which he shall perform his work and functions (except that Physician shall do so at all times in strict compliance with currently approved methods and practices of internal medicine and cardiology, and in accord with the Hospital's By-Laws and with the Hospital Medical Staff By-Laws and Rules and Regulations), and that the sole interest of Hospital is to assure that the services of Physician shall be performed and rendered, and the EKG Department shall be operated, in a competent, efficient, and satisfactory manner in accord with the highest medical standards possible.

b. No act, commission, or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician an agent, employee, or servant of the Hospital.

c. It is the intent of the parties that Physician be an independent contractor, and not an employee, in the performance of his duties under this Agreement. In order to protect the Hospital from liability Physician shall defend, indemnify, and hold harmless the Hospital from liability for any and all claims arising out of the performance of his duties under this Agreement.

3. Physician shall, at all relevant times, be a member of the Hospital Medical Staff.

4. Each party shall comply with all applicable requirements of law relating to licensure and regulation of both physicians and hospitals.

5. This is the entire agreement of the parties, and supersedes any and all prior oral and/or written agreements. It may be modified only by a written instrument signed by both parties.

6. Whenever, under the terms of this Agreement, written notice is required or permitted to be given, such notice shall be deemed given when deposited in the United States mail, first class postage prepaid, addressed as follows:

HOSPITAL:

Administrator
Northern Inyo Hospital 150
Pioneer Lane
Bishop, California 93514

PHYSICIAN: Asao Kamei, M.D.
152-C Pioneer Lane
Bishop, California 93514

or to such other address as either party may notify the other, in writing.

7. The term of this Agreement is three (3) years, commencing on October 1, 2007 and ending at midnight on September 30, 2010.

8. Notwithstanding the aforesaid term, Hospital may terminate this Agreement immediately upon the occurrence of any of the following events:

a. Physician's death, loss of Active Medical Staff membership, loss of license to practice medicine, or loss of Hospital Medical Staff privileges required to render services under this Agreement;

b. Physician's inability to render services hereunder without providing a substitute acceptable to the Hospital;

c. The appointment of a receiver of the assets of Physician, an assignment by him for the benefit of his creditors, or any action taken or suffered by him (with respect to him) under any bankruptcy or insolvency law;

d. Closure of the Hospital;

e. Sixty (60) days after written notice of termination without cause is given by Hospital to Physician. However, the parties understand and acknowledge that termination of this Agreement shall not affect Physician's membership on the Hospital's Medical Staff.

9. Notwithstanding the aforesaid term, Physician may terminate this Agreement:

a. Upon written 90-day notice.

b. Immediately, upon death or disability.

c. Immediately upon Hospital's failure to perform under this agreement.

10. Originals of medical records of the EKG Department are the property of the Hospital and shall be retained at Hospital premises. Physician shall have access to, and may photocopy, such documents and records as may be required for the care of his patients or to perform his duties under this Agreement, provided only that he gives reasonable notice. Physician shall dictate or write all reports required of him by Hospital, for the performance of his duties under this agreement, in a timely manner.

11. This Agreement is for the personal services of Physician and Physician may not assign his rights, duties, obligations or responsibilities there under.

12. Subject to the restrictions against transfer or assignment set forth above, the provisions of this Agreement shall inure to the benefit, and be binding upon, the heirs, successors, assigns, agents, personal representatives, conservators, executors and administrators of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Bishop, California, on the day, month and year first above written.

Asao Kamei, M.D.

By _____
Peter Watercott, President
Board of Directors
Northern Inyo County Local
Hospital District

APPROVED FOR FORM:

Douglas Buchanan
District Legal Counsel

EXHIBIT A
EKG INTREPRETATIONS

EKG Interpretation

Rhythm Strip

Tele Strip

Cardiac event recorder

Treadmill Study

Cardiac Nuclear

Adenosine Nuclear

EXHIBIT A
EKG INTREPRETATIONS

EKG Interpretation

Rhythm Strip

Tele Strip

Cardiac event recorder

Treadmill Study

Cardiac Nuclear

Adenosine Nuclear

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**NORTHERN INYO HOSPITAL
GENERAL ANESTHESIA CO-MEDICAL DIRECTOR AND
PROFESSIONAL SERVICES AGREEMENT**

This Co-Medical Director and Professional Services Agreement ("Agreement") dated this 20th day of September, 2007, is entered into by and between Northern Inyo County Local Hospital District ("Hospital") and John Daniel Cowan, M.D. (Physician).

RECITALS

- A. Hospital operates a general acute care hospital, which, among other things, operates inpatient and outpatient major and minor surgery suites, offering a variety of surgical procedures, located at 150 Pioneer Lane, Bishop, California.
- B. Physician are individuals duly licensed to practice medicine in the State of California, specializing in general anesthesia, are Board Certified in anesthesia, and are members of the Northern Inyo Hospital Active Medical Staff with privileges sufficient to practice general anesthesia.
- C. Hospital desires to obtain administrative and professional medical services from Physician for the patients of Hospital, and Physician desire to furnish such services upon the terms and conditions set forth in this Agreement.
- D. Hospital believes that high standards of patient care can be achieved if Physician assumes the responsibilities set out further in this Agreement.

IN WITNESS WHEREOF, ALL PARTIES AGREE AS FOLLOWS:

I.

RESPONSIBILITIES OF THE PHYSICIAN.

1.01. Professional Services. Physician shall provide the following services, consistent with the Hospital's policies and procedures, to the Hospital and Hospital patients, provided that Physician's obligations hereunder are limited to the provision of services within his professional capabilities:

- a) Medical Services. In cooperation with the Hospital, arrange for appropriate coverage for the provision of professional anesthesia services to Hospital patients.

Physician shall cooperate in Hospital's participation in the Medicare and Medi-Cal programs. Physician shall provide services to Medicare and Medi-Cal beneficiaries in a nondiscriminatory manner.

Anesthesiologists will be solely responsible for developing a mechanism for scheduling surgical assignments between and amongst themselves for scheduled cases at the Hospital, which will cover not less than one operating room per day, five days a week, excluding

Hospital holidays, for the first room, and not less than 120 days per year for a second operating room. The protocol for scheduling the second room will be determined and agreed to jointly between the anesthesiologists and memorialized in a written memorandum after acceptance by Administration. Physician shall not be required to provide more than 30 days of second room coverage per year.

- b) **On-Call Coverage.** Anesthesiologists shall provide on-call anesthesia coverage for the Hospital twenty-four hours per day, seven days per week, and 365 days per year. Anesthesiologists are specifically required to communicate with each other sufficiently to ensure continuous and non-interrupted call coverage. In the event that Physician is unable to provide said coverage he is specifically required to provide an equally qualified locums tenens or the equivalent at his own expense. Physician shall not be required to provide more than 26 weeks per year of call coverage on an annualized basis.
- c) **Administrative Services.** As Co-Medical Directors, Physician will assist the Hospital in meeting all State and Federal legal and regulatory requirements, including but not limited to those found in Title XXII and Medicare's "Conditions of Participation" as well as those of any accreditation agency the Hospital may be participating with. These functions may include, but will not be limited to, review, creation, and revision of policies and procedures as they relate to anesthesia.

Additionally the Co-Medical Directors will be called upon to help promote the Hospital in regards to procedures offered at the Hospital and will take an active role in insuring that the Hospital is keeping up to date technologically and medically. Co-Medical Directors will provide the services described in Exhibit "A" as well as assist Hospital personnel in providing educational programs to Medical Staff, employees, and others.

1.02. Medical Director and Administrative Services. Physician shall act as Co-Medical Director of the Hospital's anesthesia service.

- a) **Time Commitment.** Physician shall not be required to devote more than four (4) hours per month to the administrative services described in this Agreement.
- b) **Physician Time Reports.** Physician shall maintain weekly time reports, which provide accurate accountings of time spent, on a daily basis, providing administrative services to the Hospital. Such reports shall be substantially in the form attached as Exhibit B, or as otherwise required by Hospital, and shall document Physician's actual provision of administrative services. All time reports shall be submitted to Hospital no later than the 10th day of the calendar month following the month in which the services were performed.

1.03. Personal Services. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Physician. Physician shall continue to be primarily responsible for fulfilling the terms of the Agreement, except as specifically set forth in this Agreement.

1.04. Absences. In the event Physician is unable to perform the obligations under this Agreement due to illness, continuing education responsibilities, leave or other justifiable cause, Hospital shall designate a qualified replacement. The person who provides services on behalf of Physician in Physician's absence shall be bound by all terms of this Agreement. Hospital shall have the right to approve the length of Physician's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.05. Non-Exclusive Arrangement. Physician shall provide professional services to and for the benefit of the Hospital. All revenues associated with Hospital activities (non professional fee, typically part A) belong to the Hospital. Physician shall bill and retain all billings associated with professional anesthesia services.

This is not an exclusive arrangement with the Hospital. Physician therefore is free to seek supplemental income arrangements elsewhere, however they will give first priority to performing all Hospital activities consistent with the terms of this Agreement. Physician shall not undertake non-Hospital activities to the extent that such undertaking would interfere with his obligations under this Agreement.

1.07. Limitation on Use of Space. No part of the Hospital's premises shall be used at any time by Physician as an office for the private practice of medicine or to see patients other than Hospital patients.

II.

HOSPITAL RESPONSIBILITIES.

2.01. Hospital Services.

- a) Space. Hospital shall make available for Physician reasonably necessary facilities for the successful provision of anesthesia services. This may include a hospital approved Pain Management Service,
- b) Equipment. In consultation with Physician, Hospital shall make all decisions regarding the acquisition of all equipment as may be reasonably necessary for the proper operation and conduct of Hospital. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.

III.

COMPENSATION AND INCOME GUARANTEE.

3.01 Compensation. Hospital shall pay each anesthesiologist \$1,500.00 per month for administrative services during the term of this Agreement. In addition, Hospital shall guarantee a surgical case volume such that Physician receives payments from private billings, net of all billing expense, contractual adjustments, discounts and refunds, in the amount of \$537,166.00 annually on a pro-rated basis. Said pro-ration shall be the physicians share of first call taken.

Compensation will be adjusted by the same amount as the Cost Of Living Adjustments received by the NIH employees in the same amount at the same time.

3.02 Compensation Methodology. Within ten working days of the end of each quarter and the receipt of billings report(s) from the Physician billing service, the Hospital will calculate the pro-rated receipts for Physician. In the event that this yields an amount less than the pro-rated share indicated in 3.01 the Hospital will fund the difference to the Physician. In the event this

amount is in excess, the Hospital will credit that amount against future payments. At the end of each calendar year the Hospital will fund any credits to the physician.

A full accounting will be provided for each quarter's transactions by the hospital.

Should this agreement terminate under section 4.02 of this agreement, Physician shall be entitled to 100% of the uncollected billings unless he has served less than twenty four months which in such case the uncollected billings will be shared with the physician on a pro-rated basis. The basis shall be 1/24th of the uncollected billings for each complete month served.

- 3.03 Second Room Compensation.** In those quarters when the Physician is scheduled for the second room in excess of 7.5 days, on an annualized basis (30 days per year), he shall be compensated \$400 per day.
- 3.04 Additional Compensation.** Physician shall be entitled to the Medical/Dental/Vision benefits that individual single employees are entitled to for a period of 12 months. Physician may add dependants at employee rates. Physician shall also be entitled to reimbursement for professional malpractice insurance of 80% of paid premiums for the first year of this agreement.

IV.

TERM AND TERMINATION.

- 4.01. Term.** The term of this Agreement shall be for a period of three (3) years, beginning on the first day of November, 2007 and ending on the 31st day of October, 2010.
- 4.02. Termination.** Notwithstanding the provisions of section 4.01 of this Agreement, this Agreement may be terminated:
- a) By either party at any time, without cause or penalty, upon 90 days' prior written notice to the other party;
 - b) Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in this Agreement;
 - c) Immediately upon closure of the Hospital;
 - d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or

- e) By either party in the event of a material breach by the other party, and in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days' written notice to the breaching party, unless such breach is cured to the satisfaction of the non-breaching party within the thirty (30) days.
- f) Automatically with ninety (90) days' notice, at such time as the Medical Staff approves privileges for a third qualified, practicing anesthesiologist.
- g) Immediately upon death or disability such that Physician is physically unable to perform the duties required under this agreement.

4.03. Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination.

V.

PROFESSIONAL STANDARDS.

5.01. Medical Staff Standing. Prior to performing services pursuant to this Agreement, Physician must obtain full Active or Provisional Medical Staff membership privileges on the Medical Staff of Hospital with appropriate clinical privileges, and maintain such membership throughout the term of this Agreement. Such membership shall be subject to all of the privileges and responsibilities of Medical Staff membership.

5.02. Licensure and Standards. Physician shall:

- a) At all times be licensed to practice medicine in the State of California;
- b) Comply with all policies, bylaws, rules and regulations of Hospital and Hospital Medical Staff, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;
- c) Be a member, in good standing, of the Active Medical Staff of the Hospital;
- d) Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of the Hospital;
- e) Participate in continuing education as necessary to maintain licensure and the current standard of practice;
- f) Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations.
- g) Maintain a professional image to the public, the Medical Staff and the Hospital employees. Said professional image would not include public intoxication, drug abuse of any kind, failure to respond to reasonable requests of the Medical Staff, or failure to perform the duties required by the Medical Staff, the District Board and this Agreement.

VI.

RELATIONSHIP BETWEEN THE PARTIES.

6.01. Professional Relations.

- a) **Independent Contractor.** No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician are at all times acting and performing as independent contractors, practicing the profession of medicine.

Hospital shall neither have nor exercise control or direction over the methods by which Physician perform professional services pursuant to this Agreement; provided, however, that Physician agree that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician' professional specialty and in accordance with the standards set forth in this Agreement. The sole interest of Hospital is to insure that such services are performed and rendered in a competent and cost effective manner.

- b) **Benefits.** Except as specifically set forth in this Agreement, it is understood and agreed that Physician shall have no claims under this Agreement or otherwise against Hospital for social security benefits, worker's compensation benefits, disability benefits, unemployment benefits, sick leave, or any other employee benefits of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician' compliance with continuing medical education requirements.

- 6.02. Responsibility for Own Acts.** Each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any malfeasance or neglect, caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this contract. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

VII.

GENERAL PROVISIONS.

- 7.01. No Solicitation.** Physician agrees that he will not, either directly or indirectly, during and after the term of this Agreement, call on, solicit or take away, or attempt to call on, solicit or take away any patients or patient groups with whom Physician dealt or became aware of as a result of Physician' past, present or future affiliation with Hospital.

- 7.02. Access to Records.** To the extent required by Section 1861(v)(i)(I) of the Social Security Act, as amended, and by valid regulation which is directly applicable to that Section, Physician agree to make available upon valid written request from the Secretary of HHS, the Comptroller General, or any other duly authorized representatives, this Agreement and the books, documents and records of Physician to the extent that such books, documents and records are necessary to certify the nature and extent of Hospital's costs for services provided by Physician.

Physician shall also make available such subcontract and the books, documents, and records of

any subcontractor if that subcontractor performs any of the Physician' duties under this Agreement at a cost of \$10,000 or more over a twelve-month period, and if that subcontractor is organizationally related to Physician.

Such books, documents, and records shall be preserved and available for four (4) years after the furnishing of services by Physician pursuant to this Agreement. If Physician is requested to disclose books, documents or records pursuant to this subsection for purposes of an audit, Physician shall notify Hospital of the nature and scope of such request, and Physician shall make available, upon written request of Hospital, all such books, documents or records. Physician shall indemnify and hold harmless Hospital in the event that any amount of reimbursement is denied or disallowed because of the failure of Physician or any subcontractor to comply with their obligations to maintain and make available books, documents, or records pursuant to this subsection. Such indemnity shall include, but not be limited to the amount of reimbursement denied, plus any interest, penalties and legal costs.

This section is intended to assure compliance with Section 1861 of the Social Security Act, as amended, and regulations directly pertinent to that Act. The obligations of Physician under this section are strictly limited to compliance with those provisions, and shall be given effect only to the extent necessary to insure compliance with those provisions. In the event that the requirements or those provisions are reduced or eliminated, the obligations of the parties under this section shall likewise be reduced or eliminated.

- 7.03. Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by all parties.
- 7.04. Assignment.** Except as provided in section 1.01 b) above, Physician shall not assign, sell, transfer or delegate any of the Physician' rights or duties, including by hiring or otherwise retaining additional Physician to perform services pursuant to this Agreement, without the prior written consent of Hospital.
- 7.05. Attorneys' Fees.** If any legal action or other proceeding is commenced by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. As used in this Section 7.05, the term "prevailing party" shall have the meaning assigned by Section 1032(a)(4) of the California Code of Civil Procedure.
- 7.06. Choice of Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- 7.07. Exhibits.** All Exhibits attached and referred to herein are fully incorporated by this reference.
- 7.08. Notices.** All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

Hospital: Administrator
Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

Physician: Daniel Cowan, MD

150 Pioneer Lane
Bishop, CA 93514

- 7.09. **Records.** All files, charts and records, medical or otherwise, generated by Physician in connection with services furnished during the term of this Agreement are the property of Hospital. Physician agrees to maintain medical records according to Hospital policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access during or after the term of the Agreement to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.
- 7.10. **Prior Agreements.** This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement. Any modification of this Agreement must be in writing and signed by the parties.
- 7.11. **Referrals.** This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.
- 7.12. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.
- 7.13. **Waiver.** The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.14. **Gender and Number.** Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.
- 7.15. **Authority and Executive.** By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.

7.16. **Mutual Construction.** This agreement has been prepared by all the parties thereto, and shall be so construed.

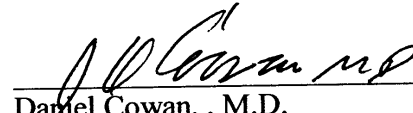
NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By:

Peter Watcrott, President
Board of Directors

By:



Daniel Cowan, M.D.
Physician

EXHIBIT A

ADMINISTRATIVE SERVICES TO BE PROVIDED

Physician shall:

- Provide general administration of the day-to-day operations of the Hospital's anesthesia service.
- Implement Hospital's policies and procedures.
- Assure Physician' coverage of Hospital, in cooperation with Hospital.
- Provide medical consultation to the NIH Medical Staff, the Hospital staff, and Hospital administration in the area of the Physician's specialty as needed.
- Coordinate and consult with Hospital and Hospital Medical Staff regarding the efficiency and effectiveness of Hospital, and make recommendations and analyses as needed for Hospital to reduce costs and improve services provided in Hospital.
- Develop, review, and provide training programs to Physician and other medical personnel providing services to Hospital.
- Participate in Hospital, and Hospital Medical Staff committees upon request.
- Participate in the development and presentation of programs related to the marketing of Hospital's services and enhancing Hospital/community relations, provided, however, that Physician shall not be required to participate in any advertising related to Hospital's services.
- Advise and assist in the development of protocols and policies for Hospital.
- Upon request by Hospital, be available at all times to respond/consult in the event of urgent or emergent situations. Cooperate in all litigation matters affecting Physician and/or Hospital.

1.

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**NORTHERN INYO HOSPITAL
GENERAL ANESTHESIA CO-MEDICAL DIRECTOR AND
PROFESSIONAL SERVICES AGREEMENT**

This Co-Medical Director and Professional Services Agreement ("Agreement") dated this 20th day of September, 2007, is entered into by and between Northern Inyo County Local Hospital District ("Hospital") and Curt Schweizer, M.D. (Physician).

RECITALS

- A. Hospital operates a general acute care hospital, which, among other things, operates inpatient and outpatient major and minor surgery suites, offering a variety of surgical procedures, located at 150 Pioneer Lane, Bishop, California.
- B. Physician are individuals duly licensed to practice medicine in the State of California, specializing in general anesthesia, are Board Certified in anesthesia, and are members of the Northern Inyo Hospital Active Medical Staff with privileges sufficient to practice general anesthesia.
- C. Hospital desires to obtain administrative and professional medical services from Physician for the patients of Hospital, and Physician desire to furnish such services upon the terms and conditions set forth in this Agreement.
- D. Hospital believes that high standards of patient care can be achieved if Physician assumes the responsibilities set out further in this Agreement.

IN WITNESS WHEREOF, ALL PARTIES AGREE AS FOLLOWS:

I.

RESPONSIBILITIES OF THE PHYSICIAN.

1.01. Professional Services. Physician shall provide the following services, consistent with the Hospital's policies and procedures, to the Hospital and Hospital patients, provided that Physician's obligations hereunder are limited to the provision of services within his professional capabilities:

- a) Medical Services. In cooperation with the Hospital, arrange for appropriate coverage for the provision of professional anesthesia services to Hospital patients.

Physician shall cooperate in Hospital's participation in the Medicare and Medi-Cal programs. Physician shall provide services to Medicare and Medi-Cal beneficiaries in a nondiscriminatory manner.

Anesthesiologists will be solely responsible for developing a mechanism for scheduling surgical assignments between and amongst themselves for scheduled cases at the Hospital, which will cover not less than one operating room per day, five days a week, excluding Hospital holidays, for the first room, and not less than 120 days per year for a second

operating room. The protocol for scheduling the second room will be determined and agreed to jointly between the anesthesiologists and memorialized in a written memorandum after acceptance by Administration. Physician shall not be required to provide more than 90 days of second room coverage per year.

- b) **On-Call Coverage.** Anesthesiologists shall provide on-call anesthesia coverage for the Hospital twenty-four hours per day, seven days per week, and 365 days per year. Anesthesiologists are specifically required to communicate with each other sufficiently to ensure continuous and non-interrupted call coverage. In the event that Physician is unable to provide said coverage he is specifically required to provide an equally qualified locums tenens or the equivalent at his own expense. Physician shall not be required to provide more than 26 weeks per year of call coverage on an annualized basis.
- c) **Administrative Services.** As Co-Medical Directors, Physician will assist the Hospital in meeting all State and Federal legal and regulatory requirements, including but not limited to those found in Title XXII and Medicare's "Conditions of Participation" as well as those of any accreditation agency the Hospital may be participating with. These functions may include, but will not be limited to, review, creation, and revision of policies and procedures as they relate to anesthesia.

Additionally the Co-Medical Directors will be called upon to help promote the Hospital in regards to procedures offered at the Hospital and will take an active role in insuring that the Hospital is keeping up to date technologically and medically. Co-Medical Directors will provide the services described in Exhibit "A" as well as assist Hospital personnel in providing educational programs to Medical Staff, employees, and others.

1.02. Medical Director and Administrative Services. Physician shall act as Co-Medical Director of the Hospital's anesthesia service.

- a) **Time Commitment.** Physician shall not be required to devote more than four (4) hours per month to the administrative services described in this Agreement.
- b) **Physician Time Reports.** Physician shall maintain weekly time reports, which provide accurate accountings of time spent, on a daily basis, providing administrative services to the Hospital. Such reports shall be substantially in the form attached as Exhibit B, or as otherwise required by Hospital, and shall document Physician's actual provision of administrative services. All time reports shall be submitted to Hospital no later than the 10th day of the calendar month following the month in which the services were performed.

1.03. Personal Services. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Physician. Physician shall continue to be primarily responsible for fulfilling the terms of the Agreement, except as specifically set forth in this Agreement.

1.04. Absences. In the event Physician is unable to perform the obligations under this Agreement due to illness, continuing education responsibilities, leave or other justifiable cause, Hospital shall designate a qualified replacement. The person who provides services on behalf of Physician in Physician's absence shall be bound by all terms of this Agreement. Hospital shall have the right to approve the length of Physician's absence, and any unapproved absence shall constitute a breach of this Agreement.

- 1.05. **Non-Exclusive Arrangement.** Physician shall provide professional services to and for the benefit of the Hospital. All revenues associated with Hospital activities (non professional fee, typically part A) belong to the Hospital. Physician shall bill and retain all billings associated with professional anesthesia services.

This is not an exclusive arrangement with the Hospital. Physician therefore is free to seek supplemental income arrangements elsewhere, however they will give first priority to performing all Hospital activities consistent with the terms of this Agreement. Physician shall not undertake non-Hospital activities to the extent that such undertaking would interfere with his obligations under this Agreement.

- 1.07. **Limitation on Use of Space.** No part of the Hospital's premises shall be used at any time by Physician as an office for the private practice of medicine or to see patients other than Hospital patients.

II.

HOSPITAL RESPONSIBILITIES.

2.01. **Hospital Services.**

- a) **Space.** Hospital shall make available for Physician reasonably necessary facilities for the successful provision of anesthesia services. This may include a hospital approved Pain Management Service,
- b) **Equipment.** In consultation with Physician, Hospital shall make all decisions regarding the acquisition of all equipment as may be reasonably necessary for the proper operation and conduct of Hospital. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.

III.

COMPENSATION AND INCOME GUARANTEE.

- 3.01. **Compensation.** Hospital shall pay each anesthesiologist \$1500.00 per month for administrative services during the term of this Agreement. In addition, Hospital shall guarantee a surgical case volume such that Physician receives payments from private billings, net of all billing expense, contractual adjustments, discounts and refunds, in the amount of \$537,166 annually on a pro-rated basis. Said pro-ration shall be the physicians share of first call taken.

- 3.02.1 **Compensation Methodology .** Within ten working days of the end of each quarter and the receipt of billings report(s) from the Physician billing service, the Hospital will calculate the pro-rated receipts for Physician. In the event that this yields an amount less than the pro-rated share indicated in 3.01 the Hospital will fund the difference to the Physician. In the event this amount is in excess, the Hospital will credit that amount against future payments. At the end of each calendar year the Hospital will fund any credits to the physician. A full accounting will be provided for each quarter's transactions by the hospital.

Should this agreement terminate under section 4.02 of this agreement, Physician shall be entitled to 100% of the uncollected billings

- 3.03 **Second Room Compensation.** In those quarters when the Physician is scheduled for the second room in excess of 7.5 days, on an annualized basis (30 days per year), he shall be compensated \$400 per day.
- 3.04 **Additional Compensation.** Compensation will be adjusted by the same amount as the Cost Of Living Adjustments received by the NIH employees in the same amount at the same time

IV.

TERM AND TERMINATION.

- 4.01. **Term.** The term of this Agreement shall be for a period of three (3) years, beginning on the first day of November, 2007 and ending on the 31st day of October, 2010.
- 4.02. **Termination.** Notwithstanding the provisions of section 4.01 of this Agreement, this Agreement may be terminated:
- a) By either party at any time, without cause or penalty, upon 90 days' prior written notice to the other party;
 - b) Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in this Agreement;
 - c) Immediately upon closure of the Hospital;
 - d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or
 - e) By either party in the event of a material breach by the other party, and in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days' written notice to the breaching party, unless such breach is cured to the satisfaction of the non-breaching party within the thirty (30) days.
 - f) Automatically with ninety (90) days' notice, at such time as the Medical Staff approves privileges for a third qualified, practicing anesthesiologist.
 - g) Immediately upon death or disability such that Physician is physically unable to perform the duties required under this agreement.
- 4.03. **Rights Upon Termination.** Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination.

V.

PROFESSIONAL STANDARDS.

5.01. **Medical Staff Standing.** Prior to performing services pursuant to this Agreement, Physician must obtain full Active or Provisional Medical Staff membership privileges on the Medical Staff of Hospital with appropriate clinical privileges, and maintain such membership throughout the term of this Agreement. Such membership shall be subject to all of the privileges and responsibilities of Medical Staff membership.

5.02. **Licensure and Standards.** Physician shall:

- a) At all times be licensed to practice medicine in the State of California;
- b) Comply with all policies, bylaws, rules and regulations of Hospital and Hospital Medical Staff, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;
- c) Be a member, in good standing, of the Active Medical Staff of the Hospital;
- d) Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of the Hospital;
- e) Participate in continuing education as necessary to maintain licensure and the current standard of practice;
- f) Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations.
- g) Maintain a professional image to the public, the Medical Staff and the Hospital employees. Said professional image would not include public intoxication, drug abuse of any kind, failure to respond to reasonable requests of the Medical Staff, or failure to perform the duties required by the Medical Staff, the District Board and this Agreement.

VI.

RELATIONSHIP BETWEEN THE PARTIES.

6.01. **Professional Relations.**

- a) **Independent Contractor.** No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician are at all times acting and performing as independent contractors, practicing the profession of medicine.

Hospital shall neither have nor exercise control or direction over the methods by which Physician perform professional services pursuant to this Agreement; provided, however, that Physician agree that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician' professional specialty and in accordance with the standards set forth in this Agreement. The sole interest of Hospital is to insure that such services are performed and rendered in a competent and cost effective manner.

b) **Benefits.** Except as specifically set forth in this Agreement, it is understood and agreed that Physician shall have no claims under this Agreement or otherwise against Hospital for social security benefits, worker's compensation benefits, disability benefits, unemployment benefits, sick leave, or any other employee benefits of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician' compliance with continuing medical education requirements.

6.02. **Responsibility for Own Acts.** Each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any malfeasance or neglect, caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this contract. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

VII.

GENERAL PROVISIONS.

7.01. **No Solicitation.** Physician agrees that he will not, either directly or indirectly, during and after the term of this Agreement, call on, solicit or take away, or attempt to call on, solicit or take away any patients or patient groups with whom Physician dealt or became aware of as a result of Physician' past, present or future affiliation with Hospital.

7.02. **Access to Records.** To the extent required by Section 1861(v)(i)(I) of the Social Security Act, as amended, and by valid regulation which is directly applicable to that Section, Physician agree to make available upon valid written request from the Secretary of HHS, the Comptroller General, or any other duly authorized representatives, this Agreement and the books, documents and records of Physician to the extent that such books, documents and records are necessary to certify the nature and extent of Hospital's costs for services provided by Physician.

Physician shall also make available such subcontract and the books, documents, and records of any subcontractor if that subcontractor performs any of the Physician' duties under this Agreement at a cost of \$10,000 or more over a twelve-month period, and if that subcontractor is organizationally related to Physician.

Such books, documents, and records shall be preserved and available for four (4) years after the furnishing of services by Physician pursuant to this Agreement. If Physician is requested to disclose books, documents or records pursuant to this subsection for purposes of an audit, Physician shall notify Hospital of the nature and scope of such request, and Physician shall make available, upon written request of Hospital, all such books, documents or records. Physician shall indemnify and hold harmless Hospital in the event that any amount of reimbursement is denied or disallowed because of the failure of Physician or any subcontractor to comply with their obligations to maintain and make available books, documents, or records pursuant to this subsection. Such indemnity shall include, but not be limited to the amount of reimbursement denied, plus any interest, penalties and legal costs.

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Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

Physician: Curt Schweizer, M.D.
398 Vista Road
Bishop, CA 93514

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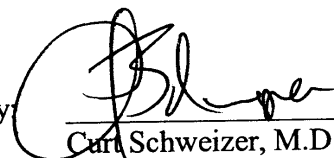
NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By: _____

Peter Watercott, President
Board of Directors

By: _____


Curt Schweizer, M.D.
Physician

M.D.

9/4/07

EXHIBIT A

ADMINISTRATIVE SERVICES TO BE PROVIDED

Physician shall:

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- Implement Hospital's policies and procedures.
- Assure Physician' coverage of Hospital, in cooperation with Hospital.
- Provide medical consultation to the NIH Medical Staff, the Hospital staff, and Hospital administration in the area of the Physician's specialty as needed.
- Coordinate and consult with Hospital and Hospital Medical Staff regarding the efficiency and effectiveness of Hospital, and make recommendations and analyses as needed for Hospital to reduce costs and improve services provided in Hospital.
- Develop, review, and provide training programs to Physician and other medical personnel providing services to Hospital.
- Participate in Hospital, and Hospital Medical Staff committees upon request.
- Participate in the development and presentation of programs related to the marketing of Hospital's services and enhancing Hospital/community relations, provided, however, that Physician shall not be required to participate in any advertising related to Hospital's services.
- Advise and assist in the development of protocols and policies for Hospital.
- Upon request by Hospital, be available at all times to respond/consult in the event of urgent or emergent situations. Cooperate in all litigation matters affecting Physician and/or Hospital.

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RELOCATION EXPENSE AGREEMENT

THIS AGREEMENT, MADE AND ENTERED into this 20th day of September, 2007, by and between the NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, hereinafter referred to as "District" and John Daniel Cowan, M.D., hereinafter referred to as "Physician."

I

RECITALS

1.01. District is a Local Healthcare District, organized and existing under the California Local Health Care District Law, Health and Safety Code Section 32000, et seq., with its principal place of business in Bishop, California, at which location it operates Northern Inyo Hospital (hereinafter "Hospital").

1.02. Physician is licensed to practice medicine in the State of California, and is certified by the American Board of Anesthesia. Physician has applied for membership on the Medical Staff of Northern Inyo Hospital. Physician warrants that he is qualified for membership on the Provisional and Active Medical Staffs at Hospital and that there is no impediment to his obtaining such membership.

1.03. The Board of Directors (hereinafter "Board") of District has determined, pursuant to Health & Safety Code section 32121.3, that the Northern Inyo Hospital Medical Staff requires an additional physician practicing obstetrics and capable of performing anesthesia in order to insure adequate coverage of that medical specialty and, further, has determined that recruitment of such a physician would be in the best interests of the public health of the communities served by the District and would benefit the District.

1.04. Physician desires to relocate his practice in Bishop, California.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

II

COVENANTS OF THE PARTIES

2.01. Physician agrees to relocate his practice in Bishop, California; to apply for and use his best efforts to obtain membership on the Provisional and Active Medical Staffs of Northern Inyo Hospital, with privileges in Anesthesiology, to maintain such memberships for an aggregate period of at least two (2) years and to maintain an active practice in anesthesia in the City of Bishop, California, for at least two (2) years.

2.02. District agrees to pay up to \$16,000.00, as incurred, to Physician for moving expenses (which shall include items such as moving company fees, U-Haul and other conveyance expenses, travel expenses, and lodging) to support his move to Bishop, California.

2.03. Physician agrees that should he fail to perform all of the acts promised in Section 2.01 above, that he shall, not later than thirty (30) days after being given written notice by the District, repay to the District, with interest at the rate of four and six tenths percent (4.6%) a prorated share, representing that portion of the two (2) years in which he is or will not be performing such acts, of those funds expended by the District pursuant to Section 2.02 above. For example, if Physician fulfills his obligations for 18 months, then he shall repay the District, with interest, \$4,000.00 (representing the product of $6/24 \times \$16,000.00$)

III

GENERAL PROVISIONS

3.01. This is the entire Agreement of the parties. It may not be modified except by a writing signed by each of the parties.

3.02. Any written notice given pursuant to the Agreement shall be deemed given when such notice is deposited in the U.S. Mail, first class postage prepaid, addressed to the respective parties as follows:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT
150 Pioneer Lane
Bishop, CA 93514

Dan Cowan, M.D.
C/O Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

3.03. If either party brings legal action to enforce any rights or obligations under this Agreement, the Court shall have the power to award reasonable attorney's fees to the prevailing party.

3.04. The rights and obligations set forth in this Agreement are personal to all parties, and may not be assigned without the express written consent of all parties.

3.05. This Agreement shall be binding upon the heirs, successors, assigns, and personal representatives of the respective parties.

3.06. The parties acknowledge and agree, in accord with the requirements of Health & Safety Code section 32121.3(c) (2), that no payment or other consideration shall be made for the referral of patients to the District's hospital or to any affiliated non-profit corporation, and that no such payment or consideration is contemplated or intended.

3.07. This Agreement shall be interpreted according to the laws of California.

3.08. The term of this agreement shall be from the first day Physician is granted privileges and is available to fulfill this agreement obligations until the last day of the twenty-fourth month thereafter.

EXECUTED at Bishop, California, on the day and year first above written.

NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT

By _____
Peter Watcott
President, Board of Directors
Northern Inyo County Local Hospital District

By _____
John Daniel Cowan, M.D.

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NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Language Services General Policy	
Scope: Hospital-Wide	Department:
Source: Language Services	Effective Date:

PURPOSE:

Northern Inyo Hospital (NIH) recognizes that access to basic health care services is the right of every patient. The purpose of this policy is to define Northern Inyo Hospital Language Services Program, in order to provide the necessary competent language assistance, to ensure timely and appropriate access to health care services for patients with language or communication barriers requesting services at NIH facilities.

REFERENCES:

NIH shall maintain compliance with all applicable state and federal regulations, and accrediting agency guidelines pertaining to providing language assistance for non-English speaking and Limited English Proficient (LEP) patients, and the hearing impaired, including, but not limited to the following:

- Title VI of the Civil Rights Act of 1964;
- U.S. Department of Health and Human Services Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons;
- Emergency Medical Treatment and Active Labor Act; and
- California Health and Safety Code, Division 2, Chapter 2, Article 1, Section 1259

DEFINITIONS:

- **Bilingual** - a term describing a person who is "proficient" in two languages.
- **Bilingual employee** - an individual with "proficiency" in a language other than English with the ability to provide services directly to LEP patients in their non-English language. *There are different levels of proficiency, and being bilingual does not ensure the ability to interpret and/or provide competent health care services in a language other than English.*
- **Communication encounter** - refers to all different manners to communicate with a patient, including, but not limited to: in-person, telephone calls, mail and email, or any combination of these.
- **Hearing impaired** - a deaf person or someone with a hearing limitation.
- **Health care/Medical interpreter** - an interpreter who
 - a) has been trained in health care interpreting;
 - b) adheres to the professional code of ethics and protocols of health care interpreters;
 - c) is knowledgeable about medical terminology in English and in the target language; and
 - d) can accurately and completely render spoken or signed communication from one language to another without adding, omitting, or distorting meaning or editorializing.
- **Language or communication barrier** - individuals who are limited English-speaking or non-English-speaking, deaf, hearing or speech impaired, experience language or communication barriers.

- **Non-English speaking or Limited English Proficient** - an individual that does not speak English well enough to take care of his/her health care needs. In most cases, these individuals do not speak English as their primary language, and have a limited ability to read, speak, write, or understand English.
- **Sight translation** - the verbal rendering, in the target language, of a document written in a language other than the target language.
- **Translation**, the conversion of a written text into a written text in a second language. *Translation refers to: written to written conversion, while interpreting refers to the conversion of spoken or verbal communication from one language into a second language.*
- **Translator** - a person who provides translations; works with the written word.
- **Threshold language** - languages that meet the following standards:
 - a) a population group of eligible Medi-Cal beneficiaries residing in a county, who indicate their primary language as other than English, and that meet a numeric threshold of 3,000; or
 - b) a population group of eligible Medi-Cal beneficiaries residing in a county, who indicate their primary language as other than English, and who meet the concentration standard of 1,000 in a single ZIP code or 1,500 in two contiguous ZIP codes.¹ The only threshold language meeting this definition in the NIH, at the time of the initiation of this policy, is Spanish.
- **Vital Document** – Vital Documents shall include, but are not limited to, documents that contain information for accessing NIH services and/or benefits. The following types of documents are examples of Vital Documents:
 - 1) Informed Consent;
 - 2) Advance Directives;
 - 3) Consent and complaint forms;
 - 4) Intake forms with potential for important health consequences;
 - 5) “Notices pertaining to the denial, reduction, modification or termination of services and benefits, and the right to file a grievance or appeal;”² and
 - 6) Other hearings, notices advising LEP persons of free language assistance, or applications to participate in a program or activity to receive benefits or services.³
- **Workforce member** - employees and other persons whose conduct, in the performance of work for covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity. This includes full and part-time employees, affiliates, associates, students, volunteers and staff from third party entities who provide service to the covered entity.

SCOPE / APPLICABILITY:

This policy supersedes all previous policies of Language Services.

¹ State of California Health and Human Services Agency, Department of Health Services, MMCD Policy Letter 99-03; and MRMIB/HFP, Health Plan Model Contract, Agreement #05MHF000, Exhibit A, Attachment 9, § 13 (C) at 8-9 (June 2003).

² California Health and Safety Code § 1367.04(b)(1)(B)(i)-(vi)

³ According to the Title VI Office of Civil Rights Guidance, the definition of Vital Documents “may depend upon the importance of the program, information, encounter, or service involved, and the consequences to the LEP person if the information in question is not provided accurately or in a timely manner.”

Ethically and legally, it is the responsibility of NIH to provide language assistance to any patient that experiences language or communication barriers while requesting health care services at any of its facilities.

This policy scope includes Northern Inyo Hospital Language Services Program, and is applicable at all facilities operated by NIH. NIH shall provide meaningful access, for LEP patients and their family members, to all patient services; including access to information, signage, appointments, financial services, and ancillary services. These services shall be provided through the most effective utilization of bilingual staff members and access to interpretive services.

POLICY:

1. It is the policy of NIH to provide quality health care services in a positive and caring manner by ensuring appropriate and timely communication for non-English speaking, Limited English Proficient, and hearing impaired patients and their family members or legal representatives, when receiving services from NIH workforce members.
2. NIH shall provide language assistance through Northern Inyo Hospital Language Services Program to patients experiencing language or communication barriers during the delivery of health care services. Language assistance shall be provided no matter how infrequent the target language occurs in the actual patient population.
3. NIH workforce members shall provide an interpreter or the appropriate language assistance upon request from the patient, or if the health care professional determines that language assistance is necessary to ensure accurate communication and maximize a positive health care outcome.
4. Patients, and their appropriate family members, receiving assistance under the Language Services Program, shall be advised of their right to have interpreter services provided within a reasonable time, at no charge to them.
5. Mechanisms for the provision of interpreter services and language access support at NIH facilities must be available to all clinical and non-clinical areas of hospital inpatient and outpatient services during all hours of operation.
6. NIH workforce members shall be notified of the policies and procedures regarding the provision of language assistance, including procedures to obtain interpreter services when needed, and of the District's commitment to provide communication assistance to all patients who would benefit from it.
7. NIH workforce members requesting assistance from the Language Services Program shall follow instructions listed under the "Procedure for the acquisition of Interpreter Services."
8. NIH workforce members shall document the utilization of resources providing language assistance. The patient's primary language and dialect (if other than English), as well as action taken to provide language assistance (Language Line, bilingual personnel, dual-role interpreter, etc.) and the name/ID number of the interpreter, shall be recorded in the patient's medical record.

9. NIH workforce members must be aware that Northern Inyo Hospital interpreters must document each interpreting session, in-person or over-the-phone, and that the interpreter needs to receive required patient information from the workforce member providing the service to LEP patients. See "Procedure to document the utilization of Interpreter Services."
10. NIH shall develop and post in conspicuous locations, i.e. admitting, emergency room check-in, and outpatient areas, signage that advises patients and their family members of the availability of interpreter services. The signage shall include:
 - a) Notification that interpreter services are available upon request;
 - b) List of languages for which interpreter services are available;
 - c) How to obtain an interpreter; and
 - d) Internal and State department address and telephone number where complaints may be filed concerning interpreter services problems, including but not limited to, a Telecommunication Device for the Deaf (TDD) or Teletypewriter (TTY) number for the hearing impaired.⁴
11. NIH shall design all signage to ensure access to LEP populations most frequently using its facilities. All signage required by state and federal statutes, regulations, licensing requirements and accrediting agency shall be translated into all languages other than English when a proportion of 5% of the patient population of NIH service area has that language as their primary language.⁵
12. NIH recognizes that non-English speaking or Limited English Proficient, and hearing impaired patients, have the right to refuse interpreter services offered by NIH.
13. During each patient's visit/communication encounter, at any facility owned or operated by NIH, when the patient refuses assistance under the Language Services Program, the patient must sign the "Waiver of Interpreter Services," and comply with its requirements. See "Procedure to inform patients of their right to have Interpreter Services."
14. NIH workforce members obtaining the "Waiver of Interpreter Services" shall be responsible and accountable for the execution of all of the waiver's requirements.
15. NIH provides trained interpreters to LEP and hearing impaired patients, encourages patients not to use friends or family members as their interpreter, and prohibits the utilization of minors as interpreters. Patient's friends, family members, or minors shall be utilized as interpreters ONLY in the most dire life- or limb-threatening situations, and only until a Northern Inyo Hospital approved resource for interpreting services can assist with communication.
16. In non-emergent situations, a patient's family and/or friends shall be used only after language assistance has been offered, refused by the patient, and a signed waiver of interpreter services has been obtained.

⁴ California Health and Safety Code Section 1259.

⁵ Such requirements include the Emergency Medical Treatment and Active Labor Act, Title VI of the 1964 Civil Rights Act and the California Health and Safety Code § 1259.

17. NIH prohibits the utilization of community volunteers without proper healthcare interpreting training as interpreters at its facilities. Non-approved interpreters or language services resources shall not be utilized to assist LEP, and hearing impaired patients communicating with NIH workforce members. Northern Inyo Hospital Language Services Department shall be the only authority to determine individual's qualifications to provide language services assistance, and to approve its utilization.
18. NIH provides medical staff, and all workforce members with the tools to practice excellent health care services to all patients; this includes qualified interpreters. To protect the patient, provider, and entity, all workforce members experiencing communication barriers with LEP patients must refrain from providing direct services in non-proficient language skills, and utilize Northern Inyo Hospital approved resources to provide interpretive services.
19. NIH workforce members obtaining consent, or providing LEP patients' information shall utilize translated forms if available; approved language services resource shall assist communicating with the patient for better understanding.
20. Patient data collection and documentation is the responsibility of the appropriate NIH workforce member. Northern Inyo Hospital interpreters are not allowed or qualified to assist LEP patients with data collection documentation; i.e. completing patient registration form, medical history, workers compensation forms, etc.
21. NIH workforce members experiencing language or communication barriers with LEP patients, while conducting patient's registration procedures or any other data collection or documentation procedure, shall request assistance from approved resources to provide interpretive services.
22. NIH shall make available translated versions of Vital Documents, into the target language of any group that comprises at least 5% of the population of the geographical area served by the hospital, or of the actual patient population.⁶
23. The Language Services Department shall coordinate all requests for translation and keep a log of translated documents. See "Procedure to request a translation."
24. Northern Inyo Hospital interpreters are not allowed to perform sight translations.
25. The Language Services Department shall coordinate, and keep record of all workforce members' language proficiency assessments.
26. The Language Services Department shall coordinate, and keep record of, all workforce members' training related to Northern Inyo Hospital Language Services Program.

Northern Inyo Hospital Language Services Program:

1. NIH offers interpreter services to its LEP patients 24 hours/7 days a week.

⁶ Title VI of the 1964 Civil Rights Act, Emergency Medical Treatment and Active Labor Act, and California Health and Safety Code Section 1259.

2. The program utilizes the services of:
 - a) Bilingual workforce members qualified as interpreters,
 - b) In-house and professional translation services,
 - c) Certified American Sign Language interpreter, and
 - d) Telephone-based interpreters from Language Line.

Therefore, the Program encompasses:

- In-person verbal and sign language interpretation,
- Translation of Vital Documents, and
- Over-the-phone interpretive services.

3. Northern Inyo Hospital **Language Services Program's interpreters** follow a **professional ethical code of conduct**, set forth by the California Healthcare Interpreting Association, including adherence to:

- a) **Confidentiality**, maintaining confidentiality for all information interpreted;
- b) **Impartiality**, by demonstrating no preferential behavior or bias towards or against either party involved in the interpreting;
- c) **Respect for individuals and their communities**, by treating all parties equally and with dignity and respect, regardless of ethnicity, race, age, color, gender, sexual orientation, religion, nationality, political viewpoint, socioeconomic status, or cultural health beliefs;
- d) **Professionalism and integrity**, by conducting themselves in a manner consistent with the professional standards of the health care interpreting profession;
- e) **Accuracy and completeness**, by conveying verbal and non-verbal content and cultural context messages into the target language, without changing the meaning of the message; and
- f) **Cultural responsiveness**, by understanding how diversity and cultural similarities and differences have a fundamental impact on the delivery of health care.

4. Northern Inyo Hospital **interpreter's roles** are limited to:

- a) **Message converter**, by listening to both speakers, observe body language, and converting the meaning of all messages from one language to another, without unnecessary additions or changes in meaning;
- b) **Message clarifier**, by being alert for possible words or concepts that might lead to miscommunication or misunderstanding;
- c) **Cultural Clarifier**, by clarifying cultural behaviors, belief, or concepts that might lead to miscommunication or misunderstanding; and
- d) **Patient advocate**, by acting upon the benefit of the health and well-being of the patient when noticing actions that might affect positive outcomes.

5. Northern Inyo Hospital **Language Services Program** includes the following **levels of service**:

A) Level I approved bilingual staff.

Definition: an employee holding a full-time job providing direct services in a language other than English. They do not provide interpreting services.

Criteria:

- a) Must pass language proficiency test from Language Line at level 3;

Compensation: eight non-productive hours at regular pay, per calendar year.

B) Level II dual-role interpreter.

Definition: an employee holding a full-time job in any department, providing interpretive services in medical and non-medical settings. **Their primary job is not interpreting, but patient care priorities permitting, they shall be available to interpret within their home department, and outside home department when needed.**

Criteria:

- b) Must pass language proficiency test from Language Line at level 4;
- c) Complete the 40-hour training for health care interpreters, i.e. Connecting Worlds training;
- d) Complete a medical terminology course in English;
- e) Complete a bilingual medical terminology course;
- f) Complete three practicum hours, in medical settings, with different providers; and
- g) Must attend 80% of scheduled Language Services in-services.

Compensation: dual-role interpreters are compensated for their interpreting skill and for their availability to interpret. Compensation is ~~\$200.00~~ per month from home department. **Compensation is not automatically given;** to qualify for compensation, interpreter must have a full-time status and **must submit a completed “dual-role interpreter monthly log” to Language Services the first day of each month.** The interpreter’s supervisor must sign monthly log.

C) Level III health care interpreter.

Definition: a full-time employee, whose primary job is providing interpretive services in medical and non-medical settings.

Criteria:

- a) Must pass language proficiency test from Language Line at level 4;
- b) Complete the 40-hour training for health care interpreters, i.e. Connecting Worlds training;
- c) Complete a medical terminology course in English;
- d) Complete a bilingual medical terminology course;
- e) Complete three practicum hours, in medical settings, with different providers; and
- f) Must attend 100% of scheduled Language Services in-services.

Compensation: Their full-time salary reflects their compensation.

RESPONSIBLE DEPARTMENT:

1. The Language Services Department shall direct the actions of NIH workforce members leading to the implementation of this policy.
2. NIH workforce members shall be accountable and responsible for the enforcement of this policy, and shall be knowledgeable of its procedures.
3. Department Managers/Supervisors shall be responsible for monitoring it’s employees in the accurate implementation of this policy, including the timely and accurate completion of all applicable documentation.
4. The Language Services Department shall monitor efforts made by NIH workforce members to maintain compliance with this policy.

RENEWAL/REVIEW

This policy shall be reviewed annually to ensure its compliance with current state, federal and accrediting agency regulations, and its compatibility with current NIH operations.

In the event of significant related regulatory, or hospital operational changes, the policy will be reviewed and updated as needed.

PROCEDURES

Procedure for the determination of LEP status

1. The first access point in which a patient acquires services at NIH facilities (admissions, emergency room, etc.) shall incorporate the determination of language needs into intake procedures.
2. The patient or patient's legal representative shall be asked the following questions during the course of their intake process:
 - a) Do you speak a language other than English at home? If the answer to this question is yes, the language shall be noted and the next questions shall be asked.
 - b) What is your primary language?
 - c) How well do speak English?
 1. Very well
 2. Well
 3. Not well
 4. Not at all

If the patient (or patient's legal representative) answers with a language other than English on questions "a" and "b" and anything other than "very well" (number 1) on question "c," they shall be designated as LEP, which shall be recorded in the patient's medical record.

3. The data shall be recorded with the following fields:

Limited English Proficient Yes No

Primary Language: _____

Both fields must be completed to finish any patient registration process.

4. Each medical record created during each patient's visit at any NIH facility, must show the primary language spoken by the patient or the patient's legal representative.

Procedure to inform patients of their right to have Language/Interpreter Services

1. NIH workforce members shall inform LEP patients of their right to have interpreter services in their primary language, free of charge and within a reasonable time, during the interview as the patient first acquires services. If the patient's answer to the question "Do you speak a language other than English at home?" is "yes," the statement on the provision of interpreter services shall be read aloud to the patient (except when it is clear the patient will not be able to understand the English text as follow):
"You have the right to an interpreter in your own language, who can help you communicate with your health care provider, at no cost to you."
2. If the patient's answer to the question "Do you speak a language other than English at home?" is "yes," the statement informing patients of their rights to interpreter services will also be provided in written form in their primary language.
3. The statement to inform patients of their right to have interpreter services shall be translated into all Threshold Languages. The statement in Spanish shall read:
"Usted tiene derecho a tener un intérprete en su propio idioma, quien puede ayudarle a comunicarse con su proveedor de atención médica, sin costo alguno por el servicio."

4. If the patient's primary language is other than those currently under NIH Threshold Languages, workforce members shall utilize the "Language Identification Card" to determine the patient's primary language, and shall contact Language Line Services, requesting a medical interpreter to assist them communicate with the patient.
5. If the patient's primary language is other than English, and the patient refuses the assistance of Northern Inyo Hospital Language Services approved resources, the workforce member must notify the patient of the need to sign the "Waiver of Interpreter Services," each time the patient refuses these services. Workforce member providing services to LEP patients shall be responsible and accountable of the patient's compliance to Waiver's requirements.

Procedure for the acquisition of Interpreter Services

1. Upon identification of language needed, NIH workforce members seeking interpreter services shall follow these procedures:

A. For Spanish or any other spoken language:

- a) Call Language Services Manager at extension 2659 or pager number 1-800-418-8093, or contact Nursing Supervisor to request the assistance of an in-house Spanish interpreter. If Language Services Manager, Nursing Supervisor, and/or Northern Inyo Hospital's approved Spanish interpreter are not available, or if the language assistance needed is for other than Spanish; NIH workforce members shall **call** the over-the-phone interpreter services of **Language Line**. Follow these instructions **for an operator-assisted call**:

- Obtain a Language Line telephone set with a dual handset or two-way speakerphone capabilities
- Dial Language Line at **1-800-523-1786**
- The operator will ask for the subscriber code – **201058**
- The operator will ask you to confirm the institution – **Northern Inyo Hospital**
- The operator will ask you the **language** for which you need the interpreter
- The operator will ask you for your personal code – **Your (Last) Name**
- Request a **medical interpreter** for the language you need
- When the interpreter comes on the line (usually within 10 seconds) be ready to write down their name and ID number as part of the patient medical record
- Speak into your phone handset in English – the patient will use the second handset
- Remember to pause every sentence or two so that the interpreter can convert your statements into the patient's language, and the patient's statements back into English for you; or

Call the **direct line for Spanish interpreters** by following these instructions:

- Obtain a Language Line telephone set with a dual handset or two-way speakerphone capabilities.
- Dial Language Line at **1-800-874-9426**
- Key in your subscriber code – **201058**
- Key in (1) for **Spanish**
- Key in your personal code – **Press the phone key numbers corresponding to the letters or Your (Last) Name**
- Request a **medical interpreter**, if appropriate
- When the interpreter comes on the line (usually within 10 seconds) be ready to write down their **name and ID number** as part of the patient medical record.

- Speak into your phone handset in English – the patient will use the second handset
- Please remember to pause every sentence or two so that the interpreter can convert your statements into the patient’s language, and the patient’s statements back into English for you.

B. For Sign Language:

- a) For non-emergent outpatient procedures NIH workforce members shall notify Language Services Manager of the need to schedule the services of the American Sign Language Interpreter. Language Services Manager shall contact Stephanie Simpson, Simpson Interpreting & Consulting, at (760) 938-3423 or cell # (760) 782-7125 to request her services.
- b) **For emergent situations**, NIH workforce members shall **directly contact** Simpson Interpreting and Consulting at (760) 938-3423 to request her services, and notify Language Services Manager of action taken.
- c) If American Sign Language interpreter is not available, and if the patient can use the telecommunications device for the deaf (TDD). Northern Inyo Hospital TDD device is located at the emergency room check-in desk, and its number is (760) 873-6731; this service is available 24 /7.

Procedure to request a translation

NIH workforce members needing to request the translation of a document shall:

1. Complete the form “Translation Request Form” and submit to Language Services Department,
2. Language Services shall assign the translation to the appropriate service,
3. Receive and approve final translated version, and
4. Deliver translation to the requesting Department.

Procedure to document the utilization of Interpreter Services

1. NIH workforce members utilizing assistance to communicate with non-English speaking, LEP, or hearing impaired patients, must document the utilization of such resources in the appropriate place: patient’s progress notes, Surgery Checklist, or Medical Record, every time that patient receives assistance communicating.
2. Documentation of interpreter services utilization shall include:
 - a) The name of the interpreter;
 - b) The source of the interpreter: Northern Inyo Hospital approved interpreter, or contacted service, i.e. Language Line Services or American Sign Language Interpreter;
 - c) Language utilized; or
 - d) The name of the patient’s interpreter of choice, if the patient indicated that, and signed the Waiver of Interpreter Services (a copy of the Waiver must be attached to the appropriate documentation record).
3. Northern Inyo Hospital approved interpreters must document each interpreting session using the “Interpreters Monthly Log.” Interpreters shall receive from NIH workforce members participating in the interpreting encounter the patient’s admit number or medical record, and all other data requested in order to complete and submit the log to Language Services Department as indicated. See attachments “Dual-role interpreter monthly log, and Full-time interpreter monthly log.”

4. Language Services shall compile all information from Interpreter's Monthly Log, and submit it to management on a monthly basis.

Attachments

- **Interpreters monthly log**
- **Language ID card**
- **Language Services brochure**
- **Language Services mission**
- **Language Services philosophy**
- **NOTICE of Interpreter Services**
- **Three-way conference call instructions**
- **Translation request form**
- **Waiver of Interpreter Services**

Committee Approval	Date
Emergency Department Committee	
Perinatal/Pediatrics Committee	
Medicine/ICU Committee	
Surgery/Tissue Committee	
Medical Executive Committee	
Policy and Procedure Committee	
Administration	
Board of Directors	

Revised
 Reviewed
 Supersedes

END